STANDARD BIDDING DOCUMENTS

 User’s Guide for Procurement of Major Works



Islamic Development Bank

 June 2013

**Introduction**

The Standard Bidding Documents for Works (SBDW) have been prepared by the Islamic Development Bank (the “Bank”) for use by beneficiaries in the procurement of ad measurement (unit price or rate) type of works contracts through international competitive bidding among member country (ICB/MC) of open international competitive bidding (ICB open). The procedures and practices presented in the SBDW have been developed through broad international experience and are based on the Master Bidding Documents for Procurement of Works, prepared by multilateral development banks and other public international financial institutions, and have the structure and the provisions of the Master Procurement Document, except where the Bank’s specific considerations have required a change. These SBDW are mandatory for use in major works contracts (those estimated to cost more than *USD 10 million*, including contingency allowance) unless the Bank agrees to the use of other bidding documents acceptable to the Bank. There are two optional procedures both covered by this User’s Guide.

**Bidding following Prequalification:** This procedure is to be used when bidding is preceded by a prequalification exercise. The Bank’s Guidelines for Procurement require prequalification of bidders for large or complex contracts or turnkey contracts to ensure, in advance of bidding, that invitations to bid are confined to capable firms. Prequalification is followed by a competitive bidding procedure in which only those firms meeting specified prequalification criteria are invited to submit a bid. Prequalification should not be used for limiting competition to a predetermined number of potential bidders. All applicants meeting the specified criteria shall be allowed to bid. The process of prequalification shall follow the procedure specified in the Bank’s Standard Procurement Document for the Prequalification of Bidders. Prequalification shall be applied for all large and complex works contracts.

**Bidding without Prequalification:** For the procurement of simple works contracts the Employer may apply post qualification by requiring bidders to submit the information pertaining to their qualification together with their bids. In this event, it will be necessary to ensure that a bidder’s risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the bidder during bid preparation. For that purpose, clear-cut, fail-pass qualification criteria need to be specified by the Employer in the Bidding Documents in order to enable bidders to make an informed decision whether to pursue a specific contract and, if so, either as a single entity or in joint venture. Post qualification criteria and procedures are covered in Section III (Evaluation and Qualification Criteria) and Section IV (Bidding Forms).

The SBDW makes use of the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Multilateral Development Bank Harmonized Edition 2010, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MBD version 2010). **The Executing Agency (or the entity which is the beneficiary of an IDB financing) shall be fully responsible for procuring and using the aforementioned General Conditions with no responsibility of any nature whatsoever (including but not limited to copyright infringement) to the Islamic Development Bank**. These Conditions are subject to the variations and additions set out in Section VIII (Particular Conditions of Contract), Part A (Contract Data) and Part B (Special Provisions).The provisions in Section I (Instructions to Bidders) and Section VII (General Conditions of Contract), must be used with their text unchanged. Any data and provisions that these sections require for a specific procurement and contract shall be included respectively in Section II (Bid Data Sheet) and Section VIII (Particular Conditions of Contract). These bidding documents are not suitable for lump sum contracts. The purpose of this User’s Guide is to provide guidance to Employers on how to prepare bidding documents based on the Bank’s Standard Bidding Documents for the Procurement of Works. An important feature of the SBDW is that it can be used with minimum changes, as it does not contain explanations, footnotes or examples that should not form part of the Bidding Documents.

This Guide includes two initial sections on the Bidding Process, and the Invitation for Bids (IFB). The Employer should note that **the IFB is neither a part of the Bidding Documents nor a Contract Document**.

The Islamic Development Bank welcomes any feedback or experiences from the use of its SBDW from beneficiaries and from bidders as well. For information on procurement under the Bank-financed projects, contact:

 Project Procurement Division (PPR)

Operations Policy and Services Department (OPSD)

The Islamic Development Bank

P.O. Box 5925, Jeddah 21432

Kingdom of Saudi Arabia

ppr@isdb.org

http://www.isdb.org

**Acronyms**

BDS Bid Data Sheet

BD Bidding Documents

EQC Evaluation and Qualification Criteria

GCC General Conditions of Contract

ICB/MC International Competitive Bidding among member countries

IFB Invitation for Bids

ITB Instructions to Bidders

JV Joint Venture

PCC Particular Conditions of Contract

SBD Standard Bidding Documents

TS Technical Specifications

**The Bidding Process**

The International Competitive Bidding among member countries (ICB/MC) or Open International Competitive Bidding (ICB open) process includes six main stages: Publicity (Advertising or Notice), Preparation and Issuing of Bidding Documents, Bid Preparation and Submission, Bid Opening, Bid Evaluation, and Contract Award.

**Publicity (Advertising or Notice)**

The Employer must announce an upcoming bidding process in the international and national media as per **Para 2.2**, of Guidelines for Procurement of Goods and Works Under Islamic Development Bank Financing, May 2009 and give enough time for potential bidders to respond with well-prepared offers as per **Para 2.34** of said Guidelines.

**Preparing and Issuing Bidding Documents**

The Employer and Bidder should keep in mind that:

1. The Employer is responsible for the preparation and issuing of the Bidding Documents.
2. The Employer shall use the SBD issued by the Bank, as this is a mandatory requirement for contracts to be financed by the Bank.
3. The Employer shall prepare the Bidding Documents using the published version of the SBD without suppressing or adding text to the sections of the document to be used without modification, which are Section I Instructions to Bidders (ITB) and Section VII General Conditions of Contract (GCC). All information and data particular to each individual bidding process must be provided by the Employer in the following sections of the Bidding Documents:
4. Section II, Bid Data Sheet
5. Section III, Evaluation and Qualification Criteria
6. Section IV, Bidding Forms
7. Section V, Eligible Countries
8. Section VI, Works Requirements
9. Section IX, Particular Conditions of Contract
10. Section X, Contract Forms

(d) The Employer shall allow Bidders sufficient time for studying the Bidding Documents, preparing complete and responsive bids and submitting the bids.

**Bid Preparation and Submission**

The Bidder is responsible for the preparation and submission of its Bid. During this stage, the Employer shall:

* Promptly respond to requests for clarifications from Bidders and amend, as needed, the Bidding Documents.
* Amend the Bidding Documents only with the Bank’s “no objection” in contracts subject to the Bank’s prior review.

**Bid Opening**

The Employer is responsible for the Bid Opening, which is a critical event in the bidding process. The Employer shall appoint experienced staff to conduct the Bid Opening, as inappropriate procedures at Bid Opening are usually irreversible and may require cancellation of the Bidding Process with the consequent delays and waste of time and resources.

**Best Bid-Opening Practices to Observe**

The Employer, in observance of best practices, shall:

* Conduct the Bid Opening strictly following the procedures as specified in the ITB Clause 25 for all bids received not later than the date and time of the bid submission deadline. The term “Bid Opening” can be misleading because a bid for which a Bid Withdrawal or Bid Substitution notice was received on time shall not be opened, but returned unopened to the Bidder. The sequence in which bids are handled and opened is crucial.
* Ensure that all bids that were received on time **are accounted for, before starting** the Bid Opening, as bids that are not opened and read out at Bid Opening shall not be further considered.
* Not reject any bid at Bid Opening, except for late bids received after the date and time of bid submission deadline.
* The Employer shall, however, verify at Bid Opening the validity of the documentation (Power of Attorney or other acceptable equivalent document as specified in ITB Sub-Clause 11.1), confirming the validity of a bid modification, bid withdrawal, or bid substitution as the case may be, because a withdrawn or substituted bid shall not be opened and in consequence not read out and, therefore, they shall not be further considered by the Employer. Similarly, a bid modification shall be opened and read out to modify a bid that was received on time.

**Bid Evaluation and Contract Award**

The Employer is responsible for bid evaluation and Contract award. The Employer shall appoint experienced staff to conduct the evaluation of the bids. Mistakes committed at bid evaluation may later prompt complaint from Bidders, requiring reevaluation of the bids, with the consequent delays and waste of time and resources.

The Employer, in observance of best practices, shall:

* Maintain the bid evaluation process strictly confidential;
* Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption;
* Always comply with the prior-review requirements of the Bank; and
* Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding Documents.

**Invitation for Bids**

**Invitation for Bids - Following Prequalification**

The Invitation for Bids for contracts, subject to prequalification, is sent only to firms determined by the Beneficiary to be qualified in accordance with the Beneficiary’s prequalification procedure. This prequalification procedure must be reviewed and commented on by the Bank if the potential contract is to be eligible for the Bank financing [see Guidelines for Procurement of Goods and Works Under Islamic Development Bank Financing, May 2009, Annex C].

Ideally, the Invitation for Bids is sent to the qualified bidders at the time that the prequalification results are announced. For major works, prequalification shall normally be used. If, exceptionally, prequalification is not used, the appropriate Invitation for Bids form (see below) shall be used.

**Standard Format for Invitation for Bids**

Date: *[date of issuance of IFB]*

Financing No:

IFB No:

1. The *[name of Beneficiary]* has received[[1]](#footnote-1) a financing[[2]](#footnote-2) from the Islamic Development Bank (ISDB) in various currencies towards the cost of *[insert name of Project]*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract [[3]](#footnote-3) for *[insert title of contract].*

2. The *[name of the Employer]* now invites sealed bids from pre-qualified eligible bidders for the construction and completion of *[insert brief description of the works]* (“the Works”)*.*

3. Pre-qualified eligible bidders may obtain further information from and inspect the bidding documents at the office of *[insert name of appropriate purchasing unit]*[[4]](#footnote-4) *[insert mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers]*.

4. A complete set of bidding documents may be purchased by interested pre-qualified bidders on the submission of a written application to the above and upon payment of a non-refundable fee of *[insert amount in Beneficiary’s currency or in a convertible currency]*.[[5]](#footnote-5)

5. Bids must be delivered to the above office[[6]](#footnote-6) on or before *[insert time]* on *[insert date]* and must be accompanied by a security of *[insert fixed sum or percentage of bid amount]*

6. Bids will be opened in the presence of bidders’ representatives who choose to attend at *[insert time and date]* at the offices of *[insert address of appropriate office]*.

7. Qualified domestic bidders may be eligible to receive a margin of preference of 10 percent in Bid evaluation as per para 2.39 of Guidelines for Procurement of Goods and Works Under Islamic Development Bank Financing, May 2009.

**Invitation for Bids - Without Prequalification**

If bids are invited openly from contractors without using a prequalification procedure, the Invitation for Bids should be issued directly to the public as a Specific Procurement Notice (see Guidelines for Procurement of Goods and Works Under Islamic Development Bank Financing May 2009, Para. 2.2) as:

(a) an advertisement in at least one newspaper of general circulation in the in the Beneficiary’s country and also one international newspaper where it must appear at least twice on two nonconsecutive days within a span of ten days (or in the official gazette, or in an electronic portal with free access); and

(b) an advertisement in IDB’s Website on line.

The Invitation for Bids provides information that enables potential bidders to decide whether to participate. Apart from a summary description of the works, the Invitation for Bids should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in similar works for which the Invitation for Bids is issued).

The Invitation for Bids form should be incorporated in the bidding documents and should be consistent with the information contained in Section II - Bid Data Sheet.

**Standard Format for Invitation for Bids**

Date: *[date of issuance of IFB]*

Financing No:

IFB No:

1. The *[name of Beneficiary]* has received[[7]](#footnote-7) a financing[[8]](#footnote-8) from the Islamic Development Bank (ISDB)  in various currencies towards the cost of *[insert name of Project]*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract [[9]](#footnote-9) for *[title of contract].*

2. The *[insert name of the Employer]* now invites sealed bids from eligible bidders for the construction and completion of *[insert brief description of the works]* (“the Works”)*.*

3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of *[insert name of appropriate purchasing unit]*[[10]](#footnote-10) *[insert mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers]*.

4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a non-refundable fee of *[insert amount in Beneficiary’s currency or in a convertible currency]*.[[11]](#footnote-11)

5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Islamic Development Bank Standard Bidding Documents: Procurement of Works.

6. Bids must be delivered to the above office[[12]](#footnote-12) on or before *[insert time]* on *[insert date]* and must be accompanied by a security of *[insert fixed sum or percentage of bid Security amount]*

7. Bids will be opened in the presence of bidders’ representatives who choose to attend at *[insert time and date]* at the offices of *[insert address of appropriate office]*.

8. Qualified domestic bidders may be eligible to receive a margin of preference of 10 percent in Bid evaluation as per para 2.39 of Guidelines for Procurement of Goods and Works Under Islamic Development Bank Financing, May 2009.

**Section I. Instructions to Bidders**

Section I, Instructions to Bidders, provides the information necessary for bidders to prepare responsive bids in accordance with the requirements of the Employer. It also gives information on bid submission, opening, and evaluation, and on the award of the Contract.

**Section I includes provisions that are to be used unchanged. Section II, Bid Data Sheet, consists of provisions that supplement, amend, or specify information or changes to Section I that are specific to each procurement.**

Matter governing the performance of the Contractor under the Contract, payments under the Contract, or matters affecting the risks, rights, or obligations of the parties under the Contract, are not included in this section, but rather in Section VII, General Conditions, Section VIII, Particular Conditions, and/or the Contract Forms (Annex to the Particular Conditions). If duplication of a subject is inevitable in the different sections of the documents, the Employer should exercise care to avoid contradiction or conflict between clauses dealing with the same topic. The Instructions to Bidders will not be part of the Contract.

**Section II. Bid Data Sheet**

Section II, Bid Data Sheet, shall be filled in by the Employer before issuance of the bidding documents. This Guide provides information to the Employer **[in bold]**on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Employer must specify in the BDS only the information that the ITB request be specified in the BDS. All information shall be provided; **no clause shall be left blank**.

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clause.

**Bid Data Sheet Form**

**Input of Information to be completed by Employer**

|  |  |
| --- | --- |
| **ITB Clause Reference** | **Bid Data** |
| **A. Introduction** |
| **ITB 1.1** | The number of the Invitation for Bids is : **[***Insert number of the Invitation for Bids***]** |
| **ITB 1.1** | The Employer is: **[***Insert name of the Employer***]** |
| **ITB 1.1** | The name of the ICB/MC is: **[***Insert name of the ICB/MC***]**The identification numberof the ICB/MC is: **[***Insert number of the ICB/MC***]****[***The following text is to be included and the corresponding information inserted only if the contract is to be bid simultaneously with other contracts on a “slice and package” basis. Otherwise omit***.]**The number and identification of lots (contracts)comprising this ICB/MC is: **[***Insert number and identification of lots (contracts)***]**  |
| **ITB 2.1** | The Beneficiary is: **[***Insert name of the Beneficiary and statement of relationship with the Employer, if different from the Beneficiary. This insertion should correspond to the information provided in the Invitation for Bids***]**  |
| **ITB 2.1** | Loan or Financing Agreement amount: **[***Insert US$ equivalent***]** |
| **ITB 2.1** | The name of the Project is: **[***Insert name of the project***]** |
| **ITB 4.1** | Maximum number of members in the JV shall be**:** *[insert a number***]** |
| **ITB 4.4** | The electronic address of firms and individuals debarred by the Bank is available at: [http://www.isdb.org](http://www.worldbank.org/debarr.) |
| **ITB 4.8** | This Bidding Process **[***insert is/is not***]** subject to prequalification. |
| **B. Bidding Documents** |
| **ITB 7.1** | For **clarification purposes** only, the Employer’s address is: **[***Insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 22.1 for bid submission***]**Attention: **[***insert full name of person, if applicable*] Street Address: [*insert street address and number*] Floor/ Room number: [*insert floor and room number, if applicable*] City: [*insert name of city or town*] ZIP Code: [*insert postal (ZIP) code, if applicable*] Country: [*insert name of country*] Telephone: [*insert telephone number, including country and city codes*]Facsimile number: [*insert telephone number, including country and city codes*]Electronic mail address: [*insert email address, if applicable*] |
| **ITB 7.1**  | Web page: [*In case used, identify the widely used website or electronic portal of free access where bidding process information is published]* |
| **ITB 7.4** | A Pre-Bid meeting **[***insert “will” and insert the date, time and place information in the spaces provided below if a pre-bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for bid submission. Otherwise, insert “will not” and insert “Not Applicable” in the spaces provided below for the date, time and place***]**take place at the following date, time and place: Date: Time: Place: A site visit conducted by the Employer **[***insert “will be” or “will not be”, as appropriate***]**organized. |
| **C. Preparation of Bids** |
| **ITB 10.1** | The language of the bid is: [*insert language, i.e. “English”, or “Arabic”, or “French”.*].***[*Note:** *In addition to the above language, and if agreed with the Bank, the Beneficiary 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:***]****“***In addition, the bidding documents are translated into the [insert national or nation-wide used] language [if there are more than one national or nation-wide used language, add “and in the* **\_\_\_\_\_\_\_\_\_\_\_\_” [***insert the second national or nation-wide language***].***Bids 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.***]”**All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ language.Language for translation of supporting documents and printed literature is *[Specify one language]* |
| **ITB 11.1 (h)** | The Bidder shall submit with its bid the following additional documents: **[***list any additional document not already listed in ITB Sub-Clause 11.1 that must be submitted with the Bid***].** |
| **ITB 13.1** | **[***The following provision should be included and the required corresponding information inserted only if alternative bids will be considered. Otherwise omit.***]**Alternative bids [*insert “shall be*”**]**permitted. |
| **ITB 13.2** | Alternative times for completion **[***insert “will be” or “will not be”, as appropriate***]**permitted. **[***Alternative times for completion should be permitted when the Employer sees potential net benefits in different times for completion; they also have merit for contracts bid on a “slice and package” basis***.]**If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.  |
| **ITB 13.4** | Alternative technical solutions shall be permitted for the following parts of the Works: **[***List the parts of the works***]**.If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 14.4** | **[***Price adjustment is mandatory for contracts with longerduration than 12 months or when local or foreign inflation is expected to be high. The following provision should be included and the required corresponding information inserted only if the prices quoted by the Bidder are not subject to price adjustment. Otherwise omit.***]**The prices quoted by the Bidder shall be: **[***Insert “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data”***.]** |
| **ITB 15.1**  | The currency(ies) of the bid shall be in accordance with Alternative \_\_\_\_\_\_\_\_\_ **[***select either “A” or “B”***]**, as described below.The Employer shall select the alternative which is the most suitable. Alternative B reflects more closely the actual various currency requirements of the Contractor (in terms of time of payment of the various currencies to the Contractor). The Employer must keep only one of the following alternative texts:**Alternative A: Bidders quote entirely in local currency**The unit rates and the prices shall be quoted by the bidder in the Bill of Quantities entirely in **[***insert the name of the currency of the Employer’s country***]** and further referred to as “the local currency”. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid – Table C the percentage(s) of the Bid Price (excluding Provisional Sums) needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies of any country.The rates of exchange to be used by the bidder in arriving at the local currency equivalent 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. **OR****Alternative B: Bidders quote in local and foreign currencies**The unit rates and prices shall be quoted by the bidder in the Bill of Quantities separately in the following currencies:(a) for those inputs to the Works that the bidder expects to supply from within the Employer’s country, in **[***insert the name of the currency of the Employer’s country***]** and further referred to as “the local currency”; and(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 currencies of any country |
| **ITB 18.1** | The bid validity period shall be [*insert a number of days that is a multiple of seven counting as of the deadline for bid submission*] days*.* **[**This period should be realistic, allowing sufficient time to evaluate the bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including the Bank’s “No Objection”) and for notification of the award. Normally the validity period should not exceed 120 days**.]** |
| **ITB 18.3 (a)** | The bid price shall be adjusted by the following factor(s):\_\_\_\_\_\_\_\_ *[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]* |
| **ITB 18.3 (b)** | The fixed portion of the bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_\_ *[The local currency portion of the fixed 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 fixed portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]* |
| **ITB 19.1** | [If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]A Bid Security **[***insert “shall be” or “shall not be”***]** required. If a Bid Security shall be required, the amount and currency of the bid security shall be: **[***If a bid security is required, insert amount and currency of the bid security. Otherwise insert “Not Applicable”***.]****[**In case of lots, please insert amount and currency of the Bid Security for each lot.**Note:** Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.**]** |
| **ITB 19.3 (d)** | Other types of acceptable securities: **[***Insert names of other acceptable securities. Insert “None” if no bid security is required under provision ITB 19.1 or if bid security is required but no other forms of bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable.***]** |
| **ITB 19.9** | **[**The following provision should be included and the required corresponding information inserted only if a bid security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder incur in the actions mentioned in provision ITB 19.9. Otherwise omit.**]**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 \_\_\_\_\_\_ **[***insert period of time***]** years.*.*  |
| **ITB 20.1** | In addition to the original of the bid, the number of copies is: **[***Insert number of copies***]** |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: **[***insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid*]. |
| **D. Submission and Opening of Bids** |
| **ITB 22.1**  | For **bid submission purposes** only, the Employer’s address is: **[**This address may be the same as or different from that specified under provision ITB 7.1 for clarifications**]**Attention: [*insert full name of person, if applicable***]**Street Address: [*insert street address and number*] Floor/ Room number: [*insert floor and room number, if applicable*] City: [*insert name of city or town*] ZIP Code: [*insert postal (ZIP) code, if applicable*] Country: [*insert name of country*] **The deadline for bid submission is:** Date: **[***insert day, month, and year, i.e. 15 June, 2012***]**Time: [*insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.*]**[**The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to Clause 22.2.**]**Bidders **[***insert “shall” or “shall not”***]** have the option of submitting their bids electronically.**[**The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit**.]**If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: **[***insert a description of the electronic bidding submission procedures***]** |
| **ITB 25.1** | The bid opening shall take place at: Street Address: [*insert street address and number*] Floor/ Room number: [*insert floor and room number, if applicable*] City: [*insert name of city or town*]Country: [*insert name of country*]Date: **[***insert day, month, and year, i.e. 15 June, 2012***]**Time: [*insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.*]**[***Date and time should be the same as those given for the deadline for submission of bids (Clause 22).***]**[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit.]If bidders have the option of submitting their bids electronically, the electronic bidding opening procedures shall be: **[***insert a description of the electronic bidding opening procedures***]** |
| **ITB 25.3** | The Letter of Bid and Priced Bill of Quantities shallbe initialed by *[insert number]* representatives of the Employer conducting Bid opening. *[Insert procedure: Example: Each Bid shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc]*  |
| **E. Evaluation and Comparison of Bids** |
| **ITB 32.1** | 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: **[***Insert name of currency***]**The source of exchange rate shall be: **[***Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country)***.]**The date for the exchange rate shall be: **[***insert day, month and year, i.e. 15 June, 2012not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry**of bid validity***].**The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative \_\_\_\_\_ **[***insert either “A” or “B”***]** that follows: The Employer shall select the alternative which is the most suitable, depending on the alternative selected in the BDS under ITB 15.1. The Employer must keep only one of the following alternative texts:**Alternative A: Bidders quote entirely in local currency**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.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.**OR****Alternative B: Bidders quote in local and foreign currencies**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. |
| **ITB 33.1** | **[**The following provision should be included and the required corresponding information inserted only if the Procurement Plan authorizes the application of domestic contractor price preference and the Employer intends to apply it to the subject contract. Otherwise omit**]**A margin of domestic preference **[***insert “shall”***]**apply. If a margin of preference applies the application methodology shall be defined in Section III – Evaluation and Qualification Criteria. |
| **ITB 34.1** | At this time the Employer ***[****insert “intends” or “does not intend”****]***to execute certain specific parts of the Works by sub-contractors selected in advance.**[If the above states “intends” list the specific parts of the works and the respective sub-contractors]** |
| **ITB 34.4** | **Option 1:** **a) In the case of Prequalification**: Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: [*insert percentage % of the total contract amount or insert percentage (It has to be consistent with Prequalification, if applicable)****]*** *% of the total contract amount or [describe the work (It has to be consistent with Prequalification, if applicable)] % of the volume of work. (Percentage should be consistent with the one specified in prequalification documents)***Option 2:** **a) In the case of Post-qualification**:Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: *[insert percentage % of the total contract amount or insert percentage (It has to be consistent with Prequalification, if applicable)****]****% of the total contract amount or [describe the work (It has to be consistent with Prequalification, if applicable)] % of the volume of work.* b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.c) Sub-contractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria. |

**Section III. Evaluation and Post Qualification Criteria – (Following Prequalification)**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

**Table of Criteria**

[**1.** **Domestic Preference 167**](#_Toc320180101)

[**2. Evaluation 167**](#_Toc320180102)

[2.1 Adequacy of Technical Proposal 167](#_Toc320180103)

[2.2 Multiple Contracts 168](#_Toc320180104)

[2.3 Completion Time 169](#_Toc320180105)

[2.4 Technical Alternatives 169](#_Toc320180106)

[**3. Qualification 169**](#_Toc320180107)

[3.1 Update of Information 169](#_Toc320180108)

[3.2 Specialized Subcontractors 170](#_Toc320180109)

[3.3 Personnel 171](#_Toc320180124)

[3.4 Equipment 172](#_Toc320180125)

* + - 1. **Domestic Preference**

As per Para 2.39 Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing, May 2009, a margin of preference of 10% (ten percent) should be grant to domestic contractors, in accordance with, and subject to, the following provisions:

(a) Contractors applying for such preference shall be asked to 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 Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.

(b) After bids have been received and reviewed by the Beneficiary, 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.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated bid from Group A. For the purpose of this further comparison only, an amount equal to 10% (ten percent) of 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 lowest, it shall be selected for award. If not, the lowest evaluated bid from Group B based on the first evaluation step shall be selected.

**2. Evaluation**

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

**Use the evaluation criteria listed below as appropriate and required for the project.**

**2.1 Adequacy of Technical Proposal**

Evaluation of the Bidder’s Technical Proposal will include an assessment of the Bidder’s technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer’s Requirements).

**2.2 Multiple Contracts**

Where a project is divided into separate contracts, Bidders may be qualified through a single process. Bidders will be asked to indicate in their Bids the individual contract or combination of contracts in which they are interested. The Employer shall qualify each Bid for the maximum combination of contracts for which the Bidder has thereby indicated its interest and for which the Bidder meets the appropriate aggregate requirements.

In the case the separate contracts are dissimilar, the nonstandard, contract specific parts of the bidding documents (Bill of Quantities, Drawings, etc.) shall be prepared for each individual contract (slice) in the event that award of individual contracts will be made to different bidders. In the bidding document, Section III should state the qualification requirements for each slice based upon the Employer’s cost estimates, including contingencies. Bidders will be asked to indicate in their Bids the individual contract (slice) or combination of contracts (package) in which they are interested, and will be invited to bid on those or similar contracts for which their assessed capacity is sufficient (see below).

**Basic Philosophy**

The Guidelines for Procurement of Goods and Works under Islamic development Bank Financing May 2009, refers in **Para 3.1** to bidding on a slice and package basis as follows:

*“Para 3.1 …….In determining the most advantageous method for the Beneficiary, IsDB will take into account the principles of fairness, equal opportunity, economy and efficiency in the interest of the Beneficiary. The appropriate methods and procedures, and the categories of goods and works to which they apply, shall be agreed between the Beneficiary and IsDB in the Financing Agreement. Packages shall not be split into smaller units in order to make them less attractive for ICB or ICB/MC or to distribute various lots to different bidders to enlarge bidder participation at the cost of lesser economy and efficiency. “Value for money” should remain the main objective of the Beneficiary. If applicable, packages may be divided in efficient lots that can be handled by local or smaller contractors, while at the same time allowing larger bidders to bid for the entire package and offer discounts in the case of multiple contract awards, which reduces the cost to the Beneficiary.”*

The essential requirement for breaking a large Works construction project into a package of similar individual contracts or “slices” is that the Works, in the first instance, must be reasonably homogeneous, and that the execution of individual slices by different contractors on a “single responsibility” basis would still result in a timely and satisfactory completion of the whole package. For example: a number of similar building types (such as health clinics, schools, houses, etc.); irrigation canals; pipelines; rural roads; highways in similar terrain, etc.

The manner in which the Works are sliced is of importance. A highway sliced “horizontally” into separate radically different elements such as earthworks, culverts, bridges, road foundation, and paving is not suited for bidding such individual elements as separate contracts on a “slice and package” basis, because of potential problems with contract interfacing and assigning responsibility for any subsequent defects. However, a highway sliced “vertically” into sections with similar features is suited, since each slice is a complete, self-contained entity in itself.

The procurement strategy for complex projects, where the risk of planning and coordinating the phasing and site relationships between contractors is high and where such risk is assumed by the Employer, should be discussed with the Bank before starting the preparation of the documentation. Works under these projects are often divided up in separate contracts of a different nature and with critical completion dates. Potential contractors for these separate contracts may be simultaneously prequalified and the contracts may also be simultaneously bid, but their packaging for prequalification and bidding purposes may become very complicated. As an example, the construction of a port could be divided up into several separate contracts for access roads, breakwater and quays, dredging, buildings, etc., with prequalification and bidding each carried out at the same time and the possibility of multiple awards to one or more contractors.

**Number of Slices**

The number of slices or individual contracts into which the project is divided is also of importance, and will affect the complexity of the evaluation and, subsequently, the bid evaluation and contract administration. The complexity of the bid evaluation increases very rapidly with the number of slices. The number of combinations of individual contracts above three may require a complex matrix for evaluation purposes. Therefore up to three slices or individual contracts are recommended. A large number of small slices, while encouraging small domestic contractors, may discourage larger and more efficient contractors from bidding on a package of small contracts. Even with a reasonable number of slices, the evaluation of different combinations may be somewhat complex, particularly if different time periods are permitted for package construction.

**2.3 Completion Time**

If permitted under ITB 13.2 varying times for completion may be used in bid comparison as follows: [*the method for evaluating the differences offered by bidders should be specified as a specific amount for each week of delay from a specified “standard” or minimum completion date related to the loss of benefits to the Employer. The amount should be no more than the sum stated in the Contract Data for delay damages.]*

**2.4 Technical Alternatives**

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

**[** *insert method for evaluation of such alternatives, if appropriate***]**

**3. Qualification**

**3.1 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:

(a) Eligibility

(b) Pending Litigation

(c) Financial Situation

**3.2 Specialized Subcontractors**

In large, complex Works contracts, the construction strategy of the Employer may provide for the execution of certain specialized parts of the Works by Specialized Subcontractors in accordance with the provisions of the FIDIC General Conditions of Contract.[[13]](#footnote-13) A typical example would be the supply and installation of the ventilation and lighting systems for a tunnel contract.

The experience and financial resources of subcontractors proposed by the Bidders, unless permitted by the Employer, will be disregarded for purposes of evaluation. The cumulative experience and capacity of a Bidder gained as a former sub-contractor may qualify it as a Bidder for certain works. Bidders may propose subcontracting up to the percentage of the total value of the contract or the volume of works as mentioned in the PDS.

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 sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

**3.3 Financial Resources**

Using the relevant Forms 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:

(1) the following cash-flow requirement: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . and

(2) the overall cash flow requirements for this contract and his current works commitment.

**-- Note --**

Indicate under (1) above the construction cash flow requirement for a number of months, determined as the total time needed by the Employer to pay a contractor’s invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Engineer to issue the monthly payment certificate, and (c) the time needed by the Employer to pay the amount certified. The total period should not exceed four months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost.

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

(i) the following cash-flow requirement:

…………………………………………………………………………………

and

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

**3.3 Personnel**

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work****Experience [years]** | **Experience In****Similar Work [years]** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
|  |  |  |  |

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

**-- Note --**

The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The prequalification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, or earthworks, as required for each particular project). Criteria of acceptability should be based on:

*(a) a minimum number of years of experience in a similar position; and*

*(b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.*

*The requirement of specified education and academic qualifications is normally unnecessary for such positions, as contractors often employ competent staff who have learned their profession “on the job” rather than through academic training. It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staff in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.*

**3.4 Equipment**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **No. Min. 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)

**-- Note --**

*In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor’s owning readily available items of equipment. The pass–fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment–hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award.*

The Bidder shall provide updated details for the above by using the relevant forms included in Section IV (Bidding Forms).

**Section III. Evaluation and Qualification Criteria - Without Prequalification**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

The Bank requires bidders to be qualified by meeting predefined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the bidder, results in disqualification. It will therefore be necessary to ensure that a bidder’s risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the bidder during bid preparation. For that purpose, clear-cut, fail-pass qualification criteria need to be specified in order to enable bidders to make an informed decision whether to pursue a specific contract and, if so, either as a single entity or in joint venture. The criteria adopted must relate to characteristics that are essential to ensure satisfactory execution of the contract, and must be stated in unambiguous terms.

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

**Table of Criteria**

[**1. Evaluation 175**](#_Toc164140319)

[1.1 Adequacy of Technical Proposal 176](#_Toc164140320)

[1.2 Multiple Contracts 176](#_Toc164140321)

[1.3 Completion Time 182](#_Toc164140322)

[1.4 Technical Alternatives 182](#_Toc164140323)

[1.5 Domestic Preference](#_Toc164140324)

[**2. Qualification 183**](#_Toc164140325)

[2.1. Eligibility **.**](#_Toc164140326)

[2.1.1 Nationality](#_Toc164140327)

[2.1.2 Conflict of Interest](#_Toc164140328)

[2.1.3 Bank Eligibility](#_Toc164140329)

[2.1.4 Government-owned Entity](#_Toc164140330)

[2.1.5 Exclusions **.**](#_Toc164140331)

[2.2 Pending Litigation](#_Toc164140332)

[2.2.1 Historical Contract Non Performance **.**](#_Toc164140333)

[2.2.2 Pending Litigation](#_Toc164140334)

[2.3. Financial Situation **.**](#_Toc164140335)

[2.3.1 Historical Financial Performance](#_Toc164140336)

[2.3.2 Average Annual Construction Turnover](#_Toc164140337)

[2.3.3 Financial Resources](#_Toc164140338)

[2.4 Experience](#_Toc164140339)

[2.4.1 General Construction Experience](#_Toc164140340)

[2.4.2 Specific Construction Experience](#_Toc164140341)

[2.5 Personnel 198](#_Toc164140342)

[2.6 Equipment 198](#_Toc164140343)

**1. Domestic Preference**

As per Para 2.39 Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing, May 2009, a margin of preference of 10% (ten percent) should be grant to domestic contractors, in accordance with, and subject to, the following provisions:

(a) Contractors applying for such preference shall be asked to 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 Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference:

 (i) Group A: bids offered by domestic contractors eligible for the preference.

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

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated bid from Group A. For the purpose of this further comparison only, an amount equal to 10% (ten percent) of 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 lowest, it shall be selected for award. If not, the lowest evaluated bid from Group B based on the first evaluation step shall be selected.

**2. Evaluation**

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

**-- Note --**

**Use the evaluation criteria listed below as appropriate and required for the project.**

**2.1 Adequacy of Technical Proposal**

Evaluation of the Bidder’s Technical Proposal will include an assessment of the Bidder’s technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer’s Requirements).

**2.2 Multiple Contracts**

**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 for which they were prequalified.

 **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 for which they were prequalified.

**Multiple Contracts:**

Where a project is divided into separate contracts, Bidders may be qualified through a single process. Bidders will be asked to indicate in their Bids the individual contract or combination of contracts in which they are interested. The Employer shall qualify each Bid for the maximum combination of contracts for which the Bidder has thereby indicated its interest and for which the Bidder meets the appropriate aggregate requirements.

In the case the separate contracts are dissimilar, the nonstandard, contract specific parts of the bidding documents (Bill of Quantities, Drawings, etc.) shall be prepared for each individual contract (slice) in the event that award of individual contracts will be made to different bidders. In the bidding documents, Section III should state the qualification requirements for each slice based upon the Employer’s cost estimates, including contingencies. Bidders will be asked to indicate in their Bids the individual contract (slice) or combination of contracts (package) in which they are interested, and will be invited to bid on those or similar contracts for which their assessed capacity is sufficient (see below).

**Basic Philosophy**

The Guidelines for Procurement of Goods and Works under Islamic development Bank Financing May 2009, refers in **Para 3.1** to bidding on a slice and package basis as follows:

*“Para 3.1 …….In determining the most advantageous method for the Beneficiary, IsDB will take into account the principles of fairness, equal opportunity, economy and efficiency in the interest of the Beneficiary. The appropriate methods and procedures, and the categories of goods and works to which they apply, shall be agreed between the Beneficiary and IsDB in the Financing Agreement. Packages shall not be split into smaller units in order to make them less attractive for ICB or ICB/MC or to distribute various lots to different bidders to enlarge bidder participation at the cost of lesser economy and efficiency. “Value for money” should remain the main objective of the Beneficiary. If applicable, packages may be divided in efficient lots that can be handled by local or smaller contractors, while at the same time allowing larger bidders to bid for the entire package and offer discounts in the case of multiple contract awards, which reduces the cost to the Beneficiary.”*

The essential requirement for breaking a large Works construction project into a package of similar individual contracts or “slices” is that the Works, in the first instance, must be reasonably homogeneous, and that the execution of individual slices by different contractors on a “single responsibility” basis would still result in a timely and satisfactory completion of the whole package. For example: a number of similar building types (such as health clinics, schools, houses, etc.); irrigation canals; pipelines; rural roads; highways in similar terrain, etc.

The manner in which the Works are sliced is of importance. A highway sliced “horizontally” into separate radically different elements such as earthworks, culverts, bridges, road foundation, and paving is not suited for bidding such individual elements as separate contracts on a “slice and package” basis, because of potential problems with contract interfacing and assigning responsibility for any subsequent defects. However, a highway sliced “vertically” into sections with similar features is suited, since each slice is a complete, self-contained entity in itself.

The procurement strategy for complex projects, where the risk of planning and coordinating the phasing and site relationships between contractors is high and where such risk is assumed by the Employer, should be discussed with the Bank before starting the preparation of the documentation. Works under these projects are often divided up in separate contracts of a different nature and with critical completion dates. Potential contractors for these separate contracts may be simultaneously prequalified and the contracts may also be simultaneously bid, but their packaging for prequalification and bidding purposes may become very complicated. As an example, the construction of a port could be divided up into several separate contracts for access roads, breakwater and quays, dredging, buildings, etc., with prequalification and bidding each carried out at the same time and the possibility of multiple awards to one or more contractors.

**Number of Slices**

The number of slices or individual contracts into which the project is divided is also of importance, and will affect the complexity of the evaluation and, subsequently, the bid evaluation and contract administration. The complexity of the bid evaluation increases very rapidly with the number of slices. The number of combinations of individual contracts above three may require a complex matrix for evaluation purposes. Therefore up to three slices or individual contracts are recommended. A large number of small slices, while encouraging small domestic contractors, may discourage larger and more efficient contractors from bidding on a package of small contracts. Even with a reasonable number of slices, the evaluation of different combinations may be somewhat complex, particularly if different time periods are permitted for package construction.

**Determining appropriate aggregate requirements of the Bidder**

(g) For one contract

 N is the minimum number of contracts

 V is the minimum value of a single contract in this lot and is about 80% of the estimated value of respective Contract (Lot).

Option 1: (i) N contracts, each of minimum value V;

 Or

Option 2: (i) N contracts, each of minimum value V, Or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V;

*Example 1:* if the requirement is minimum 3 contracts of minimum value of $70 million each, the Bidders may be deemed qualified if any one of the following conditions have been met:

* 3 contracts of equal or more than $70 million each, Or
* 2 contracts including 1 contract of equal or more than $70 million and 1 contract of equal or more than $140 million, Or
* 1 contract of equal or more than $210 million

The following are not acceptable:

* 3 contracts of $70 million, $70 million and $45 million
* 2 contracts of $70 million and $110 million
* 1 contract of value $180 million each

(h) For multiple contracts

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

Option 1: (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

Option 2: (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder submitted the Bid 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 x V1

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 x V2

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 x V3

----etc.

 Or

Option 3: (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted the Bid 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 x V1

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 x V2

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 x V3

----etc, Or

(iii) 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 x V1 + N2 x V2 + N3 x V3 +---.

*Example 2:*

Lot 1: 1 contract (N1) of minimum value of $120 million (V1) each;

Lot 2: 2 contracts (N2) of minimum value of $70 million (V2) each;

Lot 3: 3 contracts (N3) of minimum value of $30 million (V3) each;

The Bidders may be deemed qualified if any one of the following conditions have been met:

 Lot 1: 1 contract of equal or more than $120 million

 Lot 2: 2 contracts of equal or more than $70 million each

 Lot 3: 3 contracts of equal or more than $30 million each

 Or

 Lot 1: 1 contract of equal or more than $120 million

Lot 2 : 2 contracts of equal or more than $70 million, **or** 1 contract of equal or more than $140 million

Lot 3: 3 contracts of equal or more than $30 million, **or** 2 contracts of equal or more than $30 million each and total value equal or more than $90 million, **or** 1 contract of equal or more than $90 million

Or

Lot 1, 2 and 3:

6 contracts of which 1 contract equal or more than $120 million, 2 contracts equal or more than $70 million each, and 3 contracts equal or more than $30 million each, **or**

5 or less contracts of which 1 contract equal or more than $120 million, 2 contracts equal or more than $70 million each, and total of all contracts is equal or more than $350 million, **or**

4 contracts of which 1 contract equal or more than $120 million, 2 contracts equal or more than $70 million each, and total of all contracts is equal or more than $350 million, **or**

3 contracts of which 1 contract equal or more than $120 million, 2 contracts equal or more than $70 million each, and total of all contracts is equal or more than $350 million, **or**

2 contracts of which 1 contract equal or more than $120 million, and total of all contracts is equal or more than $350 million, **or**

1 contract equal or more than $350 million

*Example 3:*

Bidders to meet the following conditions:

Contract 1: 2 contracts each of minimum value $20 million

Contract 2: 2 contracts each of minimum value of $50 million

Contract 3: 2 contracts each of minimum value of $42 million

(for combination of contracts applicant shall be required to meet aggregate of the respective requirement for each contract as above)

Alternately, Bidders may be deemed qualified if any of the following conditions have been met:

Contract 1: 1 contract of a minimum of $40 million

Contract 2: 1 contract of a minimum of $ 100 million

Contract 3: 1 contract of a minimum of $84 million

(for combination of contracts applicant shall be required to meet aggregate of the respective requirement for each contract as above)

Or

Subject to completion of

2 contracts each of minimum for $20 million or 1 contract of minimum $40 million for Contract 1

2 contracts each of minimum $50 million or 1 contract of minimum $100 million for Contract 2; and

2 contracts each of minimum $42 million or 1 contract of minimum $84 million for Contract 3, the total number of contracts completed is 6 or less for combined qualification of all 3 contracts and total number of contracts completed is 4 or less for combined qualification of any 2 contracts such that the total value of all such contracts is equal or more than $ 140 million (20x2+50x2) for Contracts 1+2, $124 million (20x2+42x2) for Contracts 1+3, $184 million (50x2+42x2) for Contracts 2+3, and $224 million (20x2+50x2+42x2) for Contracts 1+2+3.

 In all the examples above, each substantially completed contract shall be different from the other.

**2.3 Completion Time**

If permitted under ITB 13.2 varying times for completion may be used in bid comparison as follows: **[***the method for evaluating the differences offered by bidders should be specified as a specific amount for each week of delay from a specified “standard” or minimum completion date related to the loss of benefits to the Employer. The amount should be no more than the sum stated in the Contract Data for delay damages***.]**

**2.4 Technical Alternatives**

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

**[***insert method for evaluation of such alternatives, if appropriate***]**

**3. Qualification**

| **Eligibility and Qualification Criteria** | **Compliance Requirements** | **Documentation** |
| --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **1. Eligibility** |
| **1.1** | **Nationality** | Nationality in accordance with ITB 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **1.2** | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| **1.3** | **Bank Eligibility** | Not having been declared ineligible by the Bank, as described in ITB 4.4, 4.5, 4.6 and 4.7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| **1.4**  | **Government Owned Entity of the Beneficiary country** | Meets conditions of ITB 4.5 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **1.5** | **United Nations resolution or Beneficiary’s country law or Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. (Para 1.7.1 and 1.7.2 of Guidelines for Procurement of Goods and Works Under the Islamic Development Bank Financing, May 2009 are prevailed)** | Not having been excluded as a result of prohibition in the Beneficiary’s country laws or official regulations against commercial relations with the Bidder’s country, or by Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, both in accordance with ITB 4.7 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **2. Historical Contract Non-Performance** |
| **2.1** | **History of Non-Performing Contracts** | Non-performance of a contract[[14]](#footnote-14) did not occur as a result of contractor default since 1st January *[insert year]*.  | Must meet requirement | Must meet requirements | Must meet requirement[[15]](#footnote-15) | N/A | Form CON-2 |
| **2.2** | **Suspension Based on Execution of Bid Securing Declaration by the Employer** | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid. pursuant ITB 19.9. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Bid Submission Form |
| **2.3** | **Pending Litigation** | Bid’s financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | Must meet requirement | N/A | Form CON – 2 |
| **2.4** | **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder[[16]](#footnote-16) since 1st January *[insert year]* | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| *Years should usually be one or two years prior* |
| **3. Financial Situation and Performance** |
| **3.1** | **Financial Capabilities** | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD $ *[insert amount]* for the subject contract(s) net of the Bidders other commitments(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.(iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last *[insert number of years]* years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability. | Must meet requirementMust meet requirementMust meet requirement | N/AMust meet requirementN/A | Must meet requirementN/AMust meet requirement | N/AN/AN/A | Form FIN – 3.1, with attachments |
| *Time period usually specified is 5 years; it may be reduced to three years minimum (in agreement with the Bank) under special country circumstances, such as to provide opportunity for a newly privatized construction industry with limited period of existence, but with suitable experience, etc. Firms owned by individuals and partnerships may not be required to maintain audited balance sheets by the laws of their countries of origin; in such cases, the Employer may relax the audit requirement, but should request other acceptable financial statements.* |
| **3.2** | **Average Annual Construction Turnover** | Minimum average annual construction turnover of US$ *[insert amount]*, calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years, divided by *[insert number of years]* years | Must meet requirement | Must meet requirement | Must meet *\_\_\_\_\_\_\_\_*%, *\_\_\_\_\_\_\_\_\_\_\_*of the requirement | Must meet *\_\_\_\_\_\_\_\_\_\_*%, *\_\_\_\_\_\_\_\_\_\_\_*of the requirement | Form FIN – 3.2 |
| *The amount stated should normally not be less than twice the estimated annual turnover in the proposed Works contract (based on a straight-line projection of the Employer’s estimated cost, including contingencies, over the contract duration). The multiplier of 2 may be reduced for very large contracts (say, greater than US$200 million equivalent) but should not be less than 1.5.**The time period is normally five years or more, but may be reduced to not less than three years (in agreement with the Bank) under special country circumstances, such as to provide opportunities for a newly privatized construction industry with only a short record of experience, etc.*  |
| **4. Experience** |
| **4.1 (a)** | **General Construction Experience** | Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last *[insert number of years]* years, starting 1st January *[insert year]*. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| *As for 3.2, The time period is normally five years or more, but may be reduced to not less than three years (in agreement with the Bank) under special country circumstances, such as to provide opportunities for a newly privatized construction industry with only a short record of experience.* |
| **4.2 (a)** | **Specific Construction & Contract Management Experience** | (i) A minimum number of similar[[17]](#footnote-17) contracts specified below that have been satisfactorily and substantially[[18]](#footnote-18) completed as a prime contractor, joint venture member[[19]](#footnote-19), management contractor or sub-contractor42 between 1st January [insert year] and bid submission deadline: (i) N contracts, each of minimum value V;Or (ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; *[insert values of N & V, delete (ii) above if not applicable]*.*[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITB 35.4]* | Must meet requirement | Must meet requirement[[20]](#footnote-20) | N/A | N/A | Form EXP 4.2(a) |
| *[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized works:]**“(ii) For the following specialized works, the Employer permits specialized sub-contractors as per ITB 34.3”* | Must meet requirement | Must meet requirement | N/A | Must meet the following requirements for the key activities listed below[[21]](#footnote-21) *[list key activities and the corresponding minimum requirements]* |  |
| *The range of contract numbers should be one to three (and is normally two), depending on the size, value, nature and complexity**of the subject contract, the exposure of the Employer to risk of contractor default, country conditions and history of similar works constructed in the past. For example, for small- to medium-sized contracts in a country with newly privatized, but lack of participation of construction firms, an Employer may be prepared to risk an award to a Bidder with only one previous similar contract completed. For contracts in a developed environment with high potential supply of construction services, three similar contracts may not limit bids, but would reduce the risk of Contractor default. For very large and complex contracts, competition may be reduced substantially in case three similar contracts are required if not many such contracts were completed in the past five to ten years.**4.2 (a) (ii) should be inserted only if the Employer permits specialized sub-contractors. If not, then that row should be deleted.**The time range is normally five to ten years, and should be related to the number of similar contracts stated above.* |
| **4.2 (b)** |  | For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor[[22]](#footnote-22) 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[[23]](#footnote-23): *[list activities indicating volume, number or rate of production as applicable][[24]](#footnote-24)* | Must meet requirements | Must meet requirements | N/A | Must meet the following requirements for the key activities listed below[[25]](#footnote-25) *[list key activities and the corresponding minimum requirements]* | Form EXP – 4.2 (b) |
| *List the monthly or annual production rate for the key construction activity (or activities) in the proposed contract or works, e.g., “one million m3 of rock placed in rockfill dams in one year; X tons of asphalt concrete per month place in road paving; Y m3 of concrete place in … etc.” The rates should be a percentage (say about 80 percent) of the estimated production rate of the key activity (or activities) in the contract or Works as needed to meet the expected construction schedule with due allowance for adverse climatic condition.* |

**Personnel**

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

*[Specify requirements for each lot as applicable]*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work****Experience [years]** | **Experience In****Similar Work [years]** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
|  |  |  |  |

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

**-- Note --**

*The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The prequalification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, or earthworks, as required for each particular project). Criteria of acceptability should be based on:*

*(a) a minimum number of years of experience in a similar position; and*

*(b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.*

*The requirement of specified education and academic qualifications is normally unnecessary for such positions, as contractors often employ competent staff who have learned their profession “on the job” rather than through academic training. It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staff in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.*

**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** | **No. Min. 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)

**-- Note --**

*In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor’s owning readily available items of equipment. The pass–fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment–hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award.*

**Section IV. Bidding Forms**

The Employer shall include in the BD all bidding forms that the Bidder shall fill out and include in its bid. As specified in Section IV of the BD, these forms are the Bid Submission Sheet and relevant Schedules, the Bid Security, the Bill of Quantities, the Technical Proposal Form, and the Bidder’s Qualification Information Form for which two options are attached (Option “Following Prequalification” and Option “Without Prequalification”).This Guide helps the Employer fill in all the required information in each Bidding Form.

**Letter of Bid**

*Input of Information to be completed by Bidder (bold) or Employer (italic)*

|  |
| --- |
| **Bid Submission Form** |

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

ICB/MC No.: **[***insert number of bidding process***]**

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

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

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) ;
2. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. 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 4.6
4. We offer to execute in conformity with the Bidding Documents the following Works: **[***insert a brief description of the Works***]**;
5. 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 the total price of the bid in words and figures, indicating the various amounts and the respective currencies***];**

In case of multiple lots, total price of each lot **[***insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies***];**

In case of multiple lots, total price of all lots (sum of all lots) **[***insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies***]**;

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

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

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

1. Our bid shall be valid for a period of **[***specify the number of calendar days***]**  days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
3. Weare not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
4. We, including any of our subcontractors or suppliers for any part of the contract,have not been declared ineligible by the Bank,under the Employer’s country laws or official regulations or by an act of compliance with a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, ;
5. We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[[26]](#footnote-26)
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[***insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity***]**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |

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

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
3. 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 Bidder**\*** **[***insert complete name of person signing the Bid***]**

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

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

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

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

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

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

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

**Schedule of Adjustment Data**

[**In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (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** |
|  | Nonadjustable | — | — | — | A: \*B: \*C: \*D: \*E: \* |
|  |  |  | **Total** |  | **1.00** |

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

**Table B. Foreign Currency**

**State type: [***insert name of currency; if the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]*

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

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

**Table C. Summary of Payment Currencies**

**The Employer must retain the Table which matches the Currency alternative retained in BDS ITB 15.1**

**Table: Alternative A**

|  |
| --- |
| *To be used only with Alternative A Prices entirely in the currency of the Employer’s country with percentage(s) payable in foreign currency(ies. (Clause ITB 15.1)* |

**Summary of payment currencies of the Bid**

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of payment currency** | **A****Amount of currency** | **B****Rate of exchange****(local currency per unit of foreign)** | **C****Local currency equivalent****C = A x B** | **D****Percentage of Total Bid Price (TBP)** **100xC** **TBP** |
| **Local currency** |  | **1.00** |  |  |
| **Foreign currency #1** |  |  |  |  |
| **Foreign currency #2** |  |  |  |  |
| **Foreign currency #3** |  |  |  |  |
| **Total Bid Price** |  |  |  | **100.00** |
| **Provisional sums expressed in local currency** | [*To be entered by the Employer*] |  | [*To be entered by the Employer*] |  |
| **TOTAL BID PRICE (including Provisional Sum)** |  |  |  |  |

**Table: Alternative B**

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

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

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

|  |  |
| --- | --- |
| **Name of currency** | **Amounts payable** |
| Local currency:  |  |
| Foreign currency #1:  |  |
| Foreign currency #2:  |  |
| Foreign currency #3:  |  |

**Bill of Quantities**

Notes for Preparing a Bill of Quantities

**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; and

(d) Summary.

**Preamble**

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

**Rock**

Where excavation, boring, or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), if not given in the Technical Specification, should be given in the Preamble, 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 meterhectarehourkilogramlump summetermetric ton(1,000 kg) | m3 *or* cu mhahkgsummt | millimetermonthnumbersquare metersquare millimeterweek | mmmonnrm2 *or* sq mmm2 *or* sq mmwk |

**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 labor, 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 labor, 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 (reference Clause 59 or Part I) 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.

**Line Items to Address Social Clauses**

The Employer shall decide, on a case-by-case basis, whether the cost to comply with the requirements of the so called “social clauses” (Sub-Clauses 6.1 through 6.22 of the General Conditions), to the level and extent specified in the Specification, is to be considered by the bidder as part of its overhead or reflected as a cost associated with one or more line items in the Bill of Quantities addressing such requirements. As a general rule, such cost should be part of the bidder's overhead unless the cost to comply with the requirements of some or all of the “social clauses” represents a large component of the Works, as specified by the Specification. If line items are included, then the prices shall not be lump sums in order to have the facilities measured and paid through monthly installments to make the supervisor able to control the implementation of the facilities and services to be provided to the workers –and their families, when necessary- on the site.

Following are some examples illustrating when the cost to comply with the social clauses could be included by the Contractor as part of the overhead and when under line items. In regard to HIV-AIDS Prevention, addressed under Sub-Clause 6.7, Health and Safety, in some countries the government has public programs for HIV/AIDS and the contractor will only need to create a support basis which cost can and should be included in its overhead. Additionally, in many civil works contracts (like in urban areas), workers do not live in the construction site but at their homes and the issue could be addressed in a different manner. In cases of civil works in remote locations where the cost of such support is of a higher value, then it should be an item in the Bill of Quantities (e.g. Bill No 1).

**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.

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.

**Sample Bill of Quantities**

**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special 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, labor, 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]*.[[27]](#footnote-27)

9. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

10. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

**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. 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.[[28]](#footnote-28)

**The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 15.1.**

**Bill No. 1: General Items**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | **Amount** |
| 101 | Performance Bond/Guarantee | sum | item | — |  |
| 102 | Insurance of the Works | sum | item | — |  |
| 103 | Insurance of Contractor’s Equipment | sum | item | — |  |
| 104 | Third-Party Insurance | sum | item | — |  |
| 105 | Allow for maintenance of Works for 12 months after completion | month | 12 |  |  |
| 106 | —etc.— |  |  |  |  |
| 112 | Provide and equip Engineer’s offices | nr | 2 |  |  |
| 113 | Maintain Engineer’s offices for 24 months, including services | month | 24 |  |  |
| 114 | —etc.— |  |  |  |  |
| 121 | Provide diversion road | sum | item | — |  |
| 122 | Provide for traffic control and maintenance of diversion road | month | 24 | — |  |
| 123 | —etc.— |  |  |  |  |
| 132 | Provide for cleaning up the Site on completion—etc.— | sum | item | — |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 1(carried forward to Summary, p. ) |   |

**Bill No. 2: Earthworks**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | **Amount** |
| 201 | Excavate topsoil to maximum depth 25 cm and stockpile for reuse, maximum haul distance 1 km | m3 | 95,000 |  |  |
| 202 | Excavate topsoil to maximum depth 25–50 cm, and dispose | m3 | 15,000 |  |  |
| 203 | —etc.— |  |  |  |  |
| 206 | Excavate fill material from cuttings or approved borrow pits, haul up to 1 km, deposit, shape, and compact to fill | m3 | 258,000 |  |  |
| 207 | Excavate rock in cuttings and dispose, any depth | m3 | 25,000 |  |  |
| 208 | —etc.— |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 2(carried forward to Summary, p. ) |   |

**Bill No. 3: Culverts and Bridges**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | **Amount** |
| 301 | Excavate in all materials other than rock from ground level to underside of foundations, maximum depth 5 m, and dispose | m3 | 18,500 |  |  |
| 302 | Excavate in all materials other than rock, depth 5 m to 7.5 m | m3 | 2,500 |  |  |
| 303 | Provisional ItemAs Item 302, depth 7.5 m to 10 m | m3 | 500 |  |  |
| 304 | —etc.— |  |  |  |  |
| 311 | Concrete class B in abutments | m3 | 18,500 |  |  |
| 312 | —etc.— |  |  |  |  |
| 318 | Mild steel reinforcement in abutments and piers up to 20 mm diameter | t | 370 |  |  |
| 319 | —etc.— |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 3(carried forward to Summary, p. ) |   |

**C. Daywork Schedule**[[29]](#footnote-29)

**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 labor will be reckoned from the time of arrival of the labor 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 labor 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 labor is employed on daywork, calculated at the basic rates entered by him in the **Schedule of Daywork Rates: 1. Labor,** together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc.,[[30]](#footnote-30) as described below:

(a) The basic rates for labor shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labor 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 labor, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of staging, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor’s staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

(i) foreign: percent (to be stated by bidder).[[31]](#footnote-31)

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

**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 labor costs as detailed heretofore), at the basic rates entered by him in the **Schedule of Daywork Rates: 2. Materials,** together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

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

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

(i) foreign: percent (to be stated by the bidder);[[32]](#footnote-32)

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

(c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labor 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 him 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.[[33]](#footnote-33) The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labor.[[34]](#footnote-34)

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

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

(a) foreign: percent (to be stated by the bidder).[[35]](#footnote-35)

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

**Schedule of Daywork Rates: 1. Labor**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Nominal quantity** | **Rate** | **Extended amount** |
| D100 | Ganger | hour | 500 |  |  |
| D101 | Laborer | hour | 5,000 |  |  |
| D102 | Bricklayer | hour | 500 |  |  |
| D103 | Mason | hour | 500 |  |  |
| D104 | Carpenter | hour | 500 |  |  |
| D105 | Steelwork Erector | hour | 500 |  |  |
| D106 | —etc.— | hour |  |  |  |
| D113 | Driver for vehicle up to 10 tons | hour | 1,000 |  |  |
| D114 | Operator for excavator, dragline, shovel, or crane | hour | 500 |  |  |
| D115 | Operator for tractor with dozer blade or ripper | hour | 500 |  |  |
| D116 | —etc.— | hour |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Subtotal |  |
| D122 | Allow percent of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above. |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Labor(carried forward to Daywork Summary, p. ) |   |
| a. To be entered by the bidder. |

**Schedule of Daywork Rates: 2. Materials**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Nominal quantity** | **Rate** | **Extended amount** |
| D201 | Cement, ordinary Portland, or equivalent in bags | t | 200 |  |  |
| D202 | Mild steel reinforcing bar up to 16 mm diameter to BS 4449 or equivalent | t | 100 |  |  |
| D203 | Fine aggregate for concrete as specified in Clause  | m3 | 1,000 |  |  |
| D204 | —etc.— |  |  |  |  |
| D222 | Gelignite (Nobel Special Gelatine 60%, or equivalent) including caps, fuse, wire, and requisite accessories | t | 10 |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Subtotal |  |
| D122 | Allow percent of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above. |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Materials(carried forward to Daywork Summary, p. ) |   |
| a. To be entered by the bidder. |

**Schedule of Daywork Rates: 3. Contractor’s Equipment**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Nominal quantity (hours)** | **Basic hourly rental rate** | **Extended amount** |
| D301 | Excavator, face shovel, or dragline: |  |  |  |
| .1 | Up to and including 1 m3 | 500 |  |  |
| .2 | Over 1 m3 to 2 m3 | 400 |  |  |
| .3 | Over 2 m3 | 100 |  |  |
| D302 | Tractor, including bull or angle dozer: |  |  |  |
| .1 | Up to and including 150 kW | 500 |  |  |
| .2 | Over 150 kW to 200 kW | 400 |  |  |
| .3 | Over 200 kW to 250 kW | 200 |  |  |
| D303 | Tractor with ripper: |  |  |  |
| .1 | Up to and including 200 kW | 400 |  |  |
| .2 | Over 200 kW to 250 kW | 200 |  |  |
| D304 | —etc.— |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total for Daywork: Contractor’s Equipment(carried forward to Daywork Summary, p. ) |   |

**Daywork Summary**

|  |  |  |
| --- | --- | --- |
|  | **Amounta****( )** | **% 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**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bill no.** | **Item no.** | **Description** | **Amount** |
| 1 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 2 | 2.8 | Supply and install equipment in pumping station | 1,250,000 |
|  |  |  |  |
|  |  |  |  |
| 3 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 4 | 4.32 | Provide for ventilation system in subway tunnel | 3,500,000 |
|  |  |  |  |
|  |  |  |  |
| etc. |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total for Specified Provisional Sums(carried forward to Grand Summary (B), p. ) | 4,750,000 |

**Grand Summary**

Contract Name:

Contract No.:

|  |  |  |
| --- | --- | --- |
| **General Summary** | **Page** | **Amount** |
| Bill No. 1: Preliminary Items |  |  |
| Bill No. 2: Earthworks |  |  |
| Bill No. 3: Drainage Structures |  |  |
| —etc.— |  |  |
| Subtotal of Bills | (A) |  |
| Total for Daywork (Provisional Sum) | (B) |  |
| Specified Provisional Sums included in subtotal of bills | (C) | 4,750,000 |
| Total of Bills Plus Provisional Sums (A + B + C) | (D) |  |
| Add Provisional Sum for Contingency Allowance (if any) | (E) | [sum] |
| Bid Price (D + E) (Carried forward to Letter of Bid) | (F) |  |
|  |  |  |
| i. All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 52.4 and Clause 58 of Part I of the Conditions of Contract.ii. To be entered by the Employer. |

**Technical Proposal**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Equipment**

**Others**

**Technical Proposal - Site Organization**

*[insert Site Organization information]*

**Technical Proposal - Method Statement**

*[insert Method Statement]*

**Technical Proposal - Mobilization Schedule**

*[insert Mobilization Schedule]*

**Technical Proposal - Construction Schedule**

*[insert Construction Schedule]*

**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 o Owned o Rented o Leased o Specially manufactured |

Omit the following information for equipment owned by the Bidder.

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

**Personnel**

**Form PER – 1: Proposed Personnel**

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

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

\*As listed in Section III (Evaluation and Qualification Criteria).

**Form PER – 2: Resume of Proposed Personnel**

|  |
| --- |
| **Position** |
| **Personnel information** | Name  | Date of birth |
|  | Professional qualifications |
| **Present employment** | Name of employer |
|  | Address of employer |
|  | Telephone | Contact (manager / personnel officer) |
|  | Fax | E-mail |
|  | Job title | Years with present employer |

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

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

**Bidders Qualification Following Prequalification**

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

**(a) Eligibility**

**(b) Pending Litigation**

**(c) Financial Situation**

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

**Form ELI -1.1**

**Bidder Information Form**

Date: *[insert day, month, year*]
ICB/MC No. and title: *[insert ICB/MC number and title]*
Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Bidder's name*[insert full name]* |
| In case of Joint Venture (JV), name of each member:*[insert full name of each member in JV]* |
| Bidder's actual or intended country of registration:*[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation:*[indicate year of Constitution]* |
| Bidder's legal address [in country of registration]:*[insert street/ number/ town or city/ country]* |
| Bidder's authorized representative informationName: *[insert full name]*Address: *[insert street/ number/ town or city/ country]*Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*E-mail address: *[indicate e-mail address]* |
| 1. Attached are copies of original documents of🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.🞎 In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Bidder is not dependent agency of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Form ELI -1.2**

**Bidder's Party Information Form**

*[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any Specialized Sub-contractor proposed to be used by the Bidder for any part of the Contract resulting from this process]*

Date: *[insert day, month, year]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Bidder’s name:*[insert full name]* |
| Bidder's Party name:*[insert full name of Bidder's Party]* |
| Bidder's Party country of registration:*[indicate country of registration]* |
| Bidder Party's year of constitution:*[indicate year of constitution]* |
| Bidder Party's legal address in country of constitution:*[insert street/ number/ town or city/ country]* |
| Bidder Party's authorized representative informationName: *[insert full name]*Address: *[insert street/ number/ town or city/ country]*Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*E-mail address: *[indicate e-mail address]* |
| 1. Attached are copies of original documents of🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 4.3.🞎 In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITA 4.5.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Form CON – 2**

**Historical Contract Non-Performance**

*[The following table shall be filled in for the Bidder and for each partner of a Joint Venture]*

Bidder’s Legal Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Party Legal Name:*[insert* *full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **Non-Performing Contracts in accordance with Section III, Evaluation Criteria and Qualifications** |
| 🞎 Contract non-performance did not occur during the *[number]* years specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.🞎 Contract(s) not performed during the *[number]* years specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1 |
| **Year** | **Non performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for non performance: *[indicate main reason(s)]* | *[insert amount]* |

|  |
| --- |
| **Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications** |
| 🞎 No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3. |
| 🞎 Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as specified below. |
| **Year** | **Outcome as Percentage of Total Assets** | **Contract Identification** | **Total Contract Amount (current value, US$ equivalent)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Matter in dispute: *[indicate main issues in dispute]*Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
|  |  |  |  |

**Form FIN – 3.1**

**Financial Situation and Performance**

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

Bidder’s Name: *[insert full name]* Date: *[insert day, month, and year]*

Bidder’s Party Name*:[insert full name]*

ICB/MC No. and title: *[insert ICB/MC number and title]*

Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

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

\* Refer ITB 15 for the exchange rate

**2. Sources of Finance**

*[The following table shall be filled in for the Bidder and all parties combined in case of a Joint Venture]*

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

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

**3. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

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

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

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

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

🞎 Attached are copies of financial statements[[36]](#footnote-36) for the *[number]* years required above; and complying with the requirements

**Form FIN - 3.2**

**Average Annual Construction Turnover**

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

Bidder's/Joint Venture Member's Name: *[insert full name]*Date: *[insert day, month, year]*Bidder's Party Name: *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

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

\* Refer ITA 15 for date and source of exchange rate.

\*\* Total USD equivalent for all years divided by the total number of years. See Section III, Evaluation and Qualification Criteria, Clause 3.2.

**Form EXP - 4.1**

**General Construction Experience**

*[The following table shall be filled in for the Bidder and in the case of a JV Bidder, each Member]*

Bidder's/Joint Venture Member's Name: *[insert full name]*Date: *[insert day, month, year]*Bidder JV Party Name: *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number]*Page *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 4.1.List contracts chronologically, according to their commencement (starting) dates.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Starting****Year** | **Ending****Year** | **Contract Identification** | **Role of****Bidder** |
| *[indicate year]* | *[indicate year]* | Contract name: *[insert full name]*Brief Description of the Works performed by theBidder: *[describe works performed briefly]*Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |
|  |  | Contract name: *[insert full name]*Brief Description of the Works performed by theBidder: *[describe works performed briefly]*Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |
|  |  | Contract name: *[insert full name]*Brief Description of the Works performed by theBidder: *[describe works performed briefly]*Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |

\* Refer ITA 15 for date and source of exchange rate.

**Form EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

*[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture, and Specialized Sub-contractors]*

Bidder's/Joint Venture Member's Name: *[insert full name]*Date: *[insert day, month, year]*JV Party Name: *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |
| --- | --- |
| **Similar Contract No.***[insert number]* of *[insert number of similar contracts required]* | **Information** |
| Contract Identification | *[insert contract name and number, if applicable]* |
| Award date | *[insert day, month, year, i.e., 15 June, 2012]* |
| Completion date | *[insert day, month, year, i.e., 03 October, 2012]* |
| Role in Contract*[check the appropriate box]* | Prime Contractor 🞎 | Member in JV 🞎 | Management Contractor🞎 | Sub-contractor 🞎 |
| Total Contract Amount | *[insert total contract amount in local currency]* | US$ *[insert**Exchange rate and total contract amount in US$**equivalent]\** |
| If member in a JV or sub-contractor, specify participation in total Contract amount | *[insert a percentage amount]* | *[insert total contract amount in local currency]* | *[insert exchange rate and total contract amount in US$ equivalent]\** |
| Employer's Name: | *[insert full name]* |
| Address:Telephone/fax numberE-mail: | *[indicate street / number / town or city / country]**[insert telephone/fax numbers, including country and**city area codes]**[insert e-mail address, if available]* |

\* Refer ITB 15 for date and source of exchange rate.

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

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

|  |  |
| --- | --- |
| **Similar Contract No.***[insert number]* of *[insert number of similar contracts required]* | **Information** |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: |  |
| 1. Amount | *[insert amount in local currency, exchange rate, US$ in words and in Figures]* |
| 2. Physical size of required works items | *[insert physical size of items]* |
| 3. Complexity | *[insert description of complexity]* |
| 4. Methods/Technology5. Construction rate for key activities | *[insert specific aspects of the methods/technology involved in the contract]**[insert rates and items]* |
| 6. Other Characteristics | *[insert other characteristics as described in Section VII, Scope of Works]* |

**Form EXP - 4.2(b)**

**Construction Experience in Key Activities**

Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*Bidder's Party Name: *[insert full name]*Sub-contractor's Name[[37]](#footnote-37) (as per ITB 34): *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*

Page *[insert page number]* of *[insert total number]* pages

All Sub-contractors for key activities must complete the information in this form as per ITB 34 and 34.3 and Section III, Evaluation and Qualification Criteria, Clause 4.2.

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
|  | **Information** |
| Contract Identification | *[insert contract name and number, if applicable]* |
| Award date | *[insert day, month, year, i.e., 15 June, 2012]* |
| Completion date | *[insert day, month, year, i.e., 03 October, 2012]* |
| Role in Contract*[check the appropriate box]* | Prime Contractor🞎 | Member in JV 🞎 | Management Contractor🞎 | Sub-contractor 🞎 |
| Total Contract Amount | *[insert total contract amount in contract currency(ies)]* | US$ *[insert exchange rate and total contract amount in US$ equivalent]* |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year*[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]* | 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: |  *[insert full name]* |
| Address:Telephone/fax numberE-mail: | *[indicate street / number / town or city / country]**[insert telephone/fax numbers, including country and**city area codes]**[insert e-mail address, if available]* |

2. Activity No. Two

3. …………………

|  |  |
| --- | --- |
|  | **Information** |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: |  |
|  | *[insert response to inquiry indicated in left**column]* |
|  |  |
|  |  |
|  |  |
|  |  |

**Form FIN-3: Financial Resources**

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

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

**Form FIN-4: Current Contract Commitments / Works in Progress**

Bidders and each member to a JV 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.

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

**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 day, month, year*]
ICB/MC No. and title: *[insert ICB/MC number and title]*
Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Bidder's name*[insert full name]* |
| In case of Joint Venture (JV), name of each member:*[insert full name of each member in JV]* |
| Bidder's actual or intended country of registration:*[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation:*[indicate year of Constitution]* |
| Bidder's legal address [in country of registration]:*[insert street/ number/ town or city/ country]* |
| Bidder's authorized representative informationName: *[insert full name]*Address: *[insert street/ number/ town or city/ country]*Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*E-mail address: *[indicate e-mail address]* |
| 1. Attached are copies of original documents of🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.🞎 In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Bidder is not dependent agency of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Form ELI -1.2**

**Bidder's Party Information Form**

*[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any Specialized Sub-contractor proposed to be used by the Bidder for any part of the Contract resulting from this process]*

Date: *[insert day, month, year]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Bidder’s name:*[insert full name]* |
| Bidder's Party name:*[insert full name of Bidder's Party]* |
| Bidder's Party country of registration:*[indicate country of registration]* |
| Bidder Party's year of constitution:*[indicate year of constitution]* |
| Bidder Party's legal address in country of constitution:*[insert street/ number/ town or city/ country]* |
| Bidder Party's authorized representative informationName: *[insert full name]*Address: *[insert street/ number/ town or city/ country]*Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*E-mail address: *[indicate e-mail address]* |
| 1. Attached are copies of original documents of🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 4.3.🞎 In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITA 4.5.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Form CON – 2**

**Historical Contract Non-Performance**

*[The following table shall be filled in for the Bidder and for each partner of a Joint Venture]*

Bidder’s Legal Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Party Legal Name:*[insert* *full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **Non-Performing Contracts in accordance with Section III, Evaluation Criteria and Qualifications** |
| 🞎 Contract non-performance did not occur during the *[number]* years specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.🞎 Contract(s) not performed during the *[number]* years specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1 |
| **Year** | **Non performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for non-performance: *[indicate main reason(s)]* | *[insert amount]* |

|  |
| --- |
| **Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications** |
| 🞎 No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3. |
| 🞎 Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as specified below. |
| **Year** | **Outcome as Percentage of Total Assets** | **Contract Identification** | **Total Contract Amount (current value, US$ equivalent)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Matter in dispute: *[indicate main issues in dispute]*Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]* | *[insert amount]* |
|  |  |  |  |

**Form FIN – 3.1**

**Financial Situation and Performance**

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

Bidder’s Name: *[insert full name]* Date: *[insert day, month, and year]*

Bidder’s Party Name*:[insert full name]*

ICB/MC No. and title: *[insert ICB/MC number and title]*

Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

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

\* Refer ITB 15 for the exchange rate

**2. Sources of Finance**

*[The following table shall be filled in for the Bidder and all parties combined in case of a Joint Venture]*

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

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

**3. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

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

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

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

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

🞎 Attached are copies of financial statements[[38]](#footnote-38) for the *[number]* years required above; and complying with the requirements

**Form FIN - 3.2**

**Average Annual Construction Turnover**

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

Bidder's/Joint Venture Member's Name: *[insert full name]*Date: *[insert day, month, year]*Bidder's Party Name: *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

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

\* Refer ITA 15 for date and source of exchange rate.

\*\* Total USD equivalent for all years divided by the total number of years. See Section III, Evaluation and Qualification Criteria, Clause 3.2.

**Form EXP - 4.1**

**General Construction Experience**

*[The following table shall be filled in for the Bidder and in the case of a JV Bidder, each Member]*

Bidder's/Joint Venture Member's Name: *[insert full name]*Date: *[insert day, month, year]*Bidder JV Party Name: *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number]*Page *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 4.1.List contracts chronologically, according to their commencement (starting) dates.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Starting****Year** | **Ending****Year** | **Contract Identification** | **Role of****Bidder** |
| *[indicate year]* | *[indicate year]* | Contract name: *[insert full name]*Brief Description of the Works performed by theBidder: *[describe works performed briefly]*Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |
|  |  | Contract name: *[insert full name]*Brief Description of the Works performed by theBidder: *[describe works performed briefly]*Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |
|  |  | Contract name: *[insert full name]*Brief Description of the Works performed by theBidder: *[describe works performed briefly]*Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |

\* Refer ITA 15 for date and source of exchange rate.

**Form EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

*[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture, and Specialized Sub-contractors]*

Bidder's/Joint Venture Member's Name: *[insert full name]*Date: *[insert day, month, year]*JV Party Name: *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |
| --- | --- |
| **Similar Contract No.***[insert number]* of *[insert number of similar contracts required]* | **Information** |
| Contract Identification | *[insert contract name and number, if applicable]* |
| Award date | *[insert day, month, year, i.e., 15 June, 2012]* |
| Completion date | *[insert day, month, year, i.e., 03 October, 2012]* |
| Role in Contract*[check the appropriate box]* | Prime Contractor 🞎 | Member in JV 🞎 | Management Contractor🞎 | Sub-contractor 🞎 |
| Total Contract Amount | *[insert total contract amount in local currency]* | US$ *[insert**Exchange rate and total contract amount in US$**equivalent]\** |
| If member in a JV or sub-contractor, specify participation in total Contract amount | *[insert a percentage amount]* | *[insert total contract amount in local currency]* | *[insert exchange rate and total contract amount in US$ equivalent]\** |
| Employer's Name: | *[insert full name]* |
| Address:Telephone/fax numberE-mail: | *[indicate street / number / town or city / country]**[insert telephone/fax numbers, including country and**city area codes]**[insert e-mail address, if available]* |

\* Refer ITB 15 for date and source of exchange rate.

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

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

|  |  |
| --- | --- |
| **Similar Contract No.***[insert number]* of *[insert number of similar contracts required]* | **Information** |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: |  |
| 1. Amount | *[insert amount in local currency, exchange rate, US$ in words and in Figures]* |
| 2. Physical size of required works items | *[insert physical size of items]* |
| 3. Complexity | *[insert description of complexity]* |
| 4. Methods/Technology5. Construction rate for key activities | *[insert specific aspects of the methods/technology involved in the contract]**[insert rates and items]* |
| 6. Other Characteristics | *[insert other characteristics as described in Section VII, Scope of Works]* |

**Form EXP - 4.2(b)**

**Construction Experience in Key Activities**

Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*Bidder's Party Name: *[insert full name]*Sub-contractor's Name[[39]](#footnote-39) (as per ITB 34): *[insert full name]*ICB/MC No. and title: *[insert ICB/MC number and title]*

Page *[insert page number]* of *[insert total number]* pages

All Sub-contractors for key activities must complete the information in this form as per ITB 34 and 34.3 and Section III, Evaluation and Qualification Criteria, Clause 4.2.

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
|  | **Information** |
| Contract Identification | *[insert contract name and number, if applicable]* |
| Award date | *[insert day, month, year, i.e., 15 June, 2012]* |
| Completion date | *[insert day, month, year, i.e., 03 October, 2012]* |
| Role in Contract*[check the appropriate box]* | Prime Contractor🞎 | Member in JV 🞎 | Management Contractor🞎 | Sub-contractor 🞎 |
| Total Contract Amount | *[insert total contract amount in contract currency(ies)]* | US$ *[insert exchange rate and total contract amount in US$ equivalent]* |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year*[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]* | 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: |  *[insert full name]* |
| Address:Telephone/fax numberE-mail: | *[indicate street / number / town or city / country]**[insert telephone/fax numbers, including country and**city area codes]**[insert e-mail address, if available]* |

2. Activity No. Two

3. …………………

|  |  |
| --- | --- |
|  | **Information** |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: |  |
|  | *[insert response to inquiry indicated in left**column]* |
|  |  |
|  |  |
|  |  |
|  |  |

**Form FIN-3: Financial Resources**

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

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

**Form FIN-4: Current Contract Commitments / Works in Progress**

Bidders and each member to a JV 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.

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

|  |  |
| --- | --- |
|

|  |
| --- |
| **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 Invitation 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, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. [*insert number*] (“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 *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary’s complying supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that 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, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.This guarantee will expire: (a) if the Applicants the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the 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; or (c) three years after the date of issue of this guarantee.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, except that the supporting statement under Article 15(a) is hereby excluded.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[signature(s)]***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.** |

**Section V. Eligible Countries**

**Input of Information to be completed by Employer**

[Insert the policies of the Bank as appropriate and if applicable, regarding eligibility of firms to participate in bidding process financed by the Bank.]

**Part 2 – Works Requirements**

**Section VII. Works Requirements - Specification**

**Specifications**

Notes for Preparing Technical Specifications

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

Precise and clear Specifications are a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the Permanent Works, the extent of his obligations must be stated. (See GCC Sub-Clause 4.1 Contractor’s General Obligations.)

Samples of Specifications from previous similar projects in the same country are useful in this respect. The metric units should be used. Most Specifications are normally written specially by the Employer or Engineer to suit the contracts for Works in hand. There are no standard Specifications for universal application in all sectors in all countries, but there are established principles and practices that are reflected in these documents.

Notwithstanding that these SBDW and the corresponding Conditions of Contract are recommended only for Civil Works, under which the usual arrangements is that the Contractor constructs the works in accordance with the design provided by the Employer, the works may include a few elements of Contractor-designed civil, mechanical, electrical and/or construction works. However, these SBDW are not recommended for “Design and Build” contracts when appropriate clauses are required.

There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Beneficiary’s country or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure substantially equal performance, as the standards mentioned, will also be acceptable.

Specific minimum requirements for “social clauses” (common collective name for provisions under Sub-Clauses 6.1 through 6.22 of the General Conditions), are to be detailed as part of the Specifications at a level equivalent to the local norms, if they exist and at a level according to the country’s regulations, or to minimum requirements when no local regulations exist (see “**Line Items to Address Social Clauses”** under the Notes for Preparing a Bill of Quantities, Section IV of this User’s Guide).

The following clause may be inserted in the Particular Conditions or the Specification:

**Sample Clause: Equivalency of Standards and Codes**

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

**Alternative Technical Proposals**

Employers should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions specified in the bidding documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential bidders. For example:

• pile foundations (proprietary methods and different material)

• bridge foundations (open well, caissons, piles, etc.)

• columns, beams, decking (reinforced concrete, pre-stressed concrete, steel, etc.)

• proprietary methods for post-tensioning concrete

• lining of canals

• pipeline materials, coating, jointing

• road surfacing (asphalt, concrete, etc.)

• transmission tower design and erection

• street lighting

• offshore foundations

• offshore trestle spans

The Employer should provide a description of the selected parts of the Works with appropriate references to Drawings, Specifications, Bill of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the bidder has priced the item as described in the Employer’s design included with the bidding documents.

In more complex cases, a “turnkey” or “design-and-construct” approach may be more appropriate, in which cases a two-stage bidding process is recommended in conformity with other Bank Standard Bidding Documents.

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

**Drawings**

***-- Note --***

It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the Contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are rendered illegible.

A simplified map showing the location of the Site in relation to the local geography, including major roads, posts, airports, and railroads, is helpful.

The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and to price the Bill of Quantities.

**Supplementary Information**

**Part 3 – Conditions of Contract and Contract Forms**

The Conditions of Contract comprise two parts:

1. **General Conditions** – GC (Section VIII of this document), and
2. **Particular Conditions** – PC (Section IX of this document).

The General Conditions used in these Standard Bidding Documents are the Bank Harmonized Edition of the General Conditions of Contract prepared by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC). The Bank Harmonized Edition of FIDIC’s General Conditions of Contract were agreed among various Multilateral Development Banks and FIDIC. **The Executing Agency (or the entity which is the beneficiary of an IDB financing) shall be fully responsible for procuring and using the aforementioned General Conditions with no responsibility of any nature whatsoever (including but not limited to copyright infringement) to the Islamic Development Bank**.

The Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract and cannot be used without major modifications for other types of contract. The standard text of the General Conditions chosen must be retained intact to facilitate its reading and interpretation by Bidders and its review by the Bank. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions. A number of such Particular Conditions, applicable to the above Conditions of Contract, are included in Section IX.

The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economical prices. The Particular Conditions take precedence over the General Conditions—see Sub-Clause 1.5, Priority of Documents, in the General Conditions.

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project, and the Works. It is good practice to have a list of tax and custom regulations applicable in the country, to be provided as non-binding general information, attached to the Bidding Documents.

Part A, the Contract Data of the PC, includes data to complement GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC, consists of a set of sample provisions for use by the Employer in preparing the PC. **They are not a complete standard set of PC provisions**; country- or Project-specific provisions for PC must also be prepared in each case. However, standard, country-specific PC should be developed.

Whoever drafts the PC should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. Note that the **PC provisions take precedence over those in the GC**. Clause numbers in the PC correspond to those in the GC.

**Section VIII. General Conditions**

**Sub-Clause 14.1 The Contract Price**

If the Employer has arranged for exemption of the Contractor from import duties with customs and excise authorities, Paragraph (e) in the PC Sub-Clause 14.1 should be inserted. However, the alternative Paragraph (e) should be used where import duties and taxes are to be levied on the value of depreciation of the Contractor’s Equipment during construction. Its use is recommended in situations where domestic contractors who have paid full duties for the Contractor’s Equipment they use are to compete with foreign contractors.

**Section IX. Particular Conditions**

The PC complement the GC to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project, and the Works. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A, Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, Specific Provisions of the PC are sample provisions for use by the Employer in preparing the PC. They are not a complete standard set of PC provisions; country- or project-specific provisions may need to be prepared in each case.

Note that the PC provisions take precedence over those in the GC. Clause numbers in the PC correspond to those in the GC.

**Part A - Contract Data**

***[****The Employer should insert relevant data prior to the issue of the bidding documents. Where a number of days is to be inserted it is desirable for the number to be a multiple of seven for consistency with the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GC****.]***

**Input of Information to be completed by Bidder (bold) or Employer (***italic***)**

|  |  |  |
| --- | --- | --- |
| **Conditions** | **Ref. GC** | **Data** |
| **Employer’s name and address** | 1.1.2.2 & 1.3 | [ ... *insert Employer’s name and address ...* ] |
| **Engineer’s name and address** | 1.1.2.4 & 1.3 | [ *... insert Engineer’s name and address ...* ] |
| **Bank’s name**  | 1.1.2.11 | Islamic Development Bank (the Bank) |
| **Beneficiary’s name**  | 1.1.2.12 | [ *... insert Beneficiary’s name ...* ] |
| **Time for Completion** | 1.1.3.3 | . . . . . days [ ... *insert the time for completion of the whole of the Works and also the time for completion of sections, if applicable. If times (or dates) are to be specified for various sections of the Works, they should be listed here ...* ] |
| **Defects Notification Period** | 1.1.3.7 | 365 days. |
| **Sections** | 1.1.5.6 | [*If sections are used, refer to table Summary of Sections of the Works given below*] |
| **Electronic transmission systems** | 1.3 | [ *... insert Electronic transmission systems...* ] |
| **Governing Law** | 1.4 | [ *... insert: "The law of [name of Beneficiary’s country*] |
| **Ruling language** | 1.4 | English |
| **Language for communications** | 1.4 | English |
| **Time for the Parties entering into a Contract Agreement** | 1.6 | . . . . . days [ ... *insert the time for Parties entering into a Contract Agreement...* ] |
| **Inspections and Audit by the Bank** | 1.15 | **The following paragraph substitute the Clause 1.15**:The Contractor shall permit, and shall cause its suppliers, contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit, the Bank and/or persons appointed by the Bank 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 Bank if requested by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures |
| **Time for access to the Site** | 2.1 |  days after Commencement Date |
| **Engineer’s Duties and Authority** | 3.1(b)(ii) | Variations resulting in an increase of the Accepted Contract Amount in excess of\_\_\_\_% shall require approval of the Employer. |
| **Performance Security** | 4.2 | The performance security will be in the form of an unconditional bank guarantee in the amount(s) of *[insert related figure(s)] percent of the Contract Price.]**[When additional performance security is required due to a seriously unbalanced or front loaded bid in accordance with ITB 35.5, the Employer should specify the percentage of the performance security and the terms for its release.]* |
| **Normal working hours** | 6.5 | [ *… insert the normal working hours*] |
| **Delay damages for the Works** | 8.7 & 14.15(b)  | *[insert percentage per day such that the maximum amount of delay damages is attained as a result of a delay of about one third of the Time for Completion ]*  % of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable. |
| **Maximum amount of delay damages** | 8.7 | [*insert percentage not exceeding 10]* % of the final Contract Price. |
| **Provisional Sums** | 13.5.(b)(ii) | \_\_\_\_\_\_\_% [*If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums*] |
| **Adjustments for Changes in Cost; Table(s) of Adjustment Data** | 13.8 | Period “n” applicable to the adjustment multiplier “Pn”: \_\_\_\_\_\_\_\_\_\_ *[Insert the period if different from one (1) month; if period “n” is one (1) month, leave blank]* |
| **Total advance payment**  | 14.2 |  \_\_\_\_\_\_\_% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable[*Insert percentage, number and timing of installments if applicable*] |
| **Repayment amortization of advance payment**  | 14.2(b) | \_\_\_\_\_\_\_%[*Insert percentage of amortization rate, stating that repayment will begin when amount of work certified by the Engineer attains 30% of the Contract Price]* |
| **Percentage of Retention** | 14.3 | \_\_\_\_\_\_\_% [*Insert percentage of retention, not exceeding 10]* |
| **Limit of Retention Money** | 14.3 | \_\_\_\_\_\_\_% of the Accepted Contract Amount [*Insert percentage of limit of retention, usually 5 and not exceeding 10]* |
| **Plant and Materials** | 14.5(b)(i) | If Sub-Clause 14.5 applies:Plant and Materials for payment when shipped en route to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_[*list*]. |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*list*]. |
| **Minimum Amount of Interim Payment Certificates** | 14.6 |  % of the Accepted Contract Amount.[*Insert percentage, which may depend on the contract amount and time for completion; a minimum of about one fifth the average expected value of Interim Payment Certificate would be reasonable]* |
| **Maximum total liability of the Contractor to the Employer** | 17.6  | *[Select one of the two options below as appropriate]*The product of\_\_\_\_\_\_\_\_\_\_\_\_\_[*insert a multiplier less or greater than one*] times the Accepted Contract Amount,or the Accepted Contract Amount |
| **Periods for submission of insurance:****a. evidence of insurance.** **b. relevant policies** | 18.1 | *[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days]*\_\_\_\_\_days\_\_\_\_\_days |
| **Maximum amount of deductibles for insurance of the Employer's risks** | 18.2(d) | *[insert maximum amount of deductibles; about 5000 US$s equivalent would be reasonable]* |
| **Minimum amount of third party insurance** | 18.3 | *[insert minimum amount of third party insurance; this minimum amount per occurrence should be commensurate with the risk of damage specific to the Contract]* |
| **Date by which the DAB shall be appointed** | 20.2 | 28 days after the Commencement |
| **The DAB shall be comprised of** | 20.2 | *insert either* "One sole Member" *or* "Three Members" |
| **List of potential DB sole members** | 20.2 | *[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: “none”]* |
| **Appointment (if not agreed) to be made by** | 20.3 | *[Insert name of the appointing entity or official]* |
| **Rules of arbitration** | 20.6(a) | *[Insert rules of arbitration if different from those of the International Chamber of Commerce]*  |

**Summary of Sections of the Works**

|  |  |  |
| --- | --- | --- |
| **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**

**[Specific Provisions of the PC are intended to address country, project, and contract specific requirements not covered by the GC. Whoever drafts the Specific Provisions should be thoroughly familiar with the provisions of the GC and with any specific requirements of the contract. Legal advice is recommended when amending provisions or drafting new ones. A few clauses which may require country specific treatment are considered below.]**

**Sub-Clause 14.1 The Contract Price**

[**If the Employer has arranged for exemption of the Contractor from import duties with customs and excise authorities, Paragraph (e) of GC Sub-Clause 14.1 should be retained. However, the alternative Paragraph (e) below should be used where import duties and taxes are to be levied on the value of depreciation of the Contractor’s Equipment during construction.**]

Alternative paragraph (e): “*Paragraph (e) is amended as follows:* N*otwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation*, *provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.*

**Section X. Contract Forms**

The Notification of Award will be the basis for formation of the Contract as described in ITB-39. This Standard Form should be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the Bank required under the Financing Agreement.

Section IX of the BD also contains forms for the Contract Agreement, the Performance Security, and the Advance Payment Security. Bidders shall not submit these forms with their bids. After notification of award, the Employer shall prepare the Contract Agreement using the Contract Agreement Form and send it to the successful Bidder. The successful Bidder shall sign the Contract Agreement and return it to the Employer together with the Performance Security and, if applicable, the Advance Payment Security, using the respective forms provided in Section X.

**Notification of Award**

 ***[****on letterhead paper of the Employer****]***

*. . . . . . .* ***date****. . . . . . .*

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

Subject: ***Notification of Award Contract No.***  . . . . . . . . . .

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 and 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 within 28 days in accordance with the Conditions of Contract, using for that purpose theof the Performance Security Form included in Section IX (Contract Forms) of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

**Contract Agreement**

*THIS AGREEMENT made the . . . . . .day of . . . . . . . . . . . . . . . . ., . . . . . . ., between . . . . .* *name and address of the Employer. . . . .. . . . . (hereinafter “the Employer”), of the one part, and* . . . . . *name and address of the Contractor. . . . .(hereinafter “the Contractor”), of the other part:*

WHEREAS the Employer desires that the Works known as . . . . . *name of the Contract. .* . . .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.

1. the Letter of Acceptance
2. the Letter of Bid
3. the Addenda Nos . . . . . *insert addenda numbers if any. . .* . .
4. the Particular Conditions
5. the General Conditions;
6. the Specification
7. the Drawings; and
8. the completed Schedules,

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 . . . . *. name of the borrowing Country*. . . . .on the day, month and year specified above.

Signed by Signed by

for and on behalf of the Employer for and on behalf the Contractor

in the presence of in the presence of

Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

|  |
| --- |
| **Performance Security** |

**Option 1: (Demand Guarantee)**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

We have been informed that \_ *[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 *[insert date]* 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, 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 amount in figures]*( ) *[insert amount in words]*,[[40]](#footnote-40)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[41]](#footnote-41)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

**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 Employer]* as Oblige (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 *[name of contract 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:

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

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

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

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

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

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

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

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

|  |
| --- |
| **Advance Payment Security** |

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

We have been informed that *[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 *[insert date]* 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, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* 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]*( ) *[insert amount in words][[42]](#footnote-42)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* 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 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 *[insert month]*, 2 *[insert year]*,[[43]](#footnote-43)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

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

|  |
| --- |
| **Retention Money Security** |

**Demand Guarantee**

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

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

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

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

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

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

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* ( ) *[amount in words][[44]](#footnote-44)1* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (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.**

1. Substitute “has applied for,” if appropriate. [↑](#footnote-ref-1)
2. Substitute “grant” or “credit” for “financing,” where appropriate. [↑](#footnote-ref-2)
3. Substitute “contracts” where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 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.” [↑](#footnote-ref-3)
4. The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same. [↑](#footnote-ref-4)
5. The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US$100 and US$500 or equivalent is deemed appropriate. [↑](#footnote-ref-5)
6. Substitute the Employer’s address for bid submission if different from its address for inquiry and issuance of bidding documents. [↑](#footnote-ref-6)
7. Substitute “has applied for,” if appropriate. [↑](#footnote-ref-7)
8. Substitute “grant” or “credit” for “financing,” where appropriate. [↑](#footnote-ref-8)
9. Substitute “contracts” where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 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.” [↑](#footnote-ref-9)
10. The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same. [↑](#footnote-ref-10)
11. The fee chargeable should only be nominal to defray reproduction and mailing costs and to ensure that only bona fide bidders will request the bidding documents. An amount between US$100 and US$500 or equivalent is deemed appropriate. [↑](#footnote-ref-11)
12. Substitute the Employer’s address for bid submission if different from its address for inquiry and issuance of bidding documents. [↑](#footnote-ref-12)
13. Copies of the FIDIC Conditions of Contract can be obtained from: FIDIC Secretariat, P.O. Box 86, 1000 Lausanne 12. Switzerland. Facsimile: 41 21 653 5432. Telephone: 41 21 653 5003 [↑](#footnote-ref-13)
14. 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. [↑](#footnote-ref-14)
15. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-15)
16. The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid. [↑](#footnote-ref-16)
17. 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. [↑](#footnote-ref-17)
18. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-18)
19. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement. [↑](#footnote-ref-19)
20. 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 number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated. [↑](#footnote-ref-20)
21. Requirement can be met through a Specialized Sub-contractor [↑](#footnote-ref-21)
22. 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. [↑](#footnote-ref-22)
23. 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). [↑](#footnote-ref-23)
24. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts. [↑](#footnote-ref-24)
25. Requirement can be met through a Specialized Sub-contractor [↑](#footnote-ref-25)
26. [↑](#footnote-ref-26)
27. *Bidder to use as appropriate* The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers. [↑](#footnote-ref-27)
28. The example given illustrates one of the two alternative methods of setting up a Bill of Quantities, in which rates and prices are entered in local currency only, with bidders stating separately their proportionate requirements in different types and amounts of foreign currencies. The second method is where rates and prices are broken down for each item into local and foreign currency components. The first method is administratively more convenient and hence is more commonly used in Works contracts. [↑](#footnote-ref-28)
29. (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 Sub-Clauses 52.1 and 52.2 of Part I of 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. A limitation on quantity should *not* apply, and the unit rate quoted should be invariable whatever quantities of work are ordered. [↑](#footnote-ref-29)
30. 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. [↑](#footnote-ref-30)
31. The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used. [↑](#footnote-ref-31)
32. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-32)
33. 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 labor and materials. [↑](#footnote-ref-33)
34. 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 paragraph 5 should then be modified accordingly. [↑](#footnote-ref-34)
35. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-35)
36. If the most recent set of financial statements is for a period earlier than 12 months from the date of submittion, the reason for this should be justified. [↑](#footnote-ref-36)
37. If applicable [↑](#footnote-ref-37)
38. If the most recent set of financial statements is for a period earlier than 12 months from the date of submittion, the reason for this should be justified. [↑](#footnote-ref-38)
39. If applicable [↑](#footnote-ref-39)
40. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-40)
41. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-41)
42. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-42)
43. 2 *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-43)
44. 1 *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-44)