STANDARD PROCUREMENT DOCUMENTS

Standard Bidding Document for

Procurement of Small Works

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Islamic Development Bank

January 2019

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**Foreword**

This Standard Bidding Document for Procurement of Small Works has been prepared by the Islamic Development Bank. The Standard Bidding Document for Procurement of Small Works is based on the Master Document for Procurement of Small Works, prepared by the Multilateral Development Banks and International Financing Institutions. The Standard Bidding Document for Procurement of Small Works reflects the structure and the provisions of the Master Procurement Document for the Procurement of Small Works, except where specific considerations within The Islamic Development Bank have required a change.

**Preface**

This Standard Bidding Document for Procurement of Small Works has been prepared for use in contracts financed by the Islamic Development Bank (IsDB) involving “smaller” contracts – valued at generally less than US$10 million by International Competitive Bidding among member countries (ICB/MC) or Open International Competitive Bidding (ICB), though it may also be adapted to National Competitive Bidding (NCB). This document is intended as a model in the award of admeasurement (unit prices or unit rates in a bill of quantities) or lump sum types of contracts, which are the most common in Works contracting.

Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. Lump sum contracts should be used for Works that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design variations are minimal, such as bus shelters or school ablution units. In lump sum contracts, the concept of priced “activity schedules” is used, to enable payments to be made on the basis of percentage completion of each activity.

Those wishing to submit comments or questions on these Bidding Documents or to obtain additional information on procurement under Islamic Development Bank Project Financing are encouraged to contact:

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**Summary Description**

This Standard Bidding Document for Procurement of Small Works is to be used when a prequalification process has not taken place before bidding and, therefore, post-qualification applies. A brief description of these documents is given below.

**SBD for Procurement of Small Works**

**PART 1 – BIDDING PROCEDURES**

**Section I. Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

**Section II. Bid Data Sheet (BDS)**

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

**Section III. Evaluation and Qualification Criteria**

This Section contains the criteria to determine the Bid offering the most Value for Money. The Bid offering the most Value for Money is the Bid of the Bidder whose Bid has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

**Section IV. Bidding Forms**

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid

**Section V. Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI. IsDB Policy – Corrupt and Fraudulent Practices**

This Section provides the Bidders with the reference to IsDB’s policy in regard to corrupt and fraudulent practices applicable to this process

**PART 2 – EMPLOYER’S REQUIREMENTS**

**Section VII. Employer’s Requirements**

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

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VIII. General Conditions of Contract (GCC)**

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

**Section IX. Particular Conditions of Contract (PCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

**Section X. Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

PROCUREMENT DOCUMENTS

Bidding Document for

Procurement of Small Works

Procurement of:

[*insert identification of the proposed Works*]

Issued on:[*Insert date*]

[ICB or]ICB/MC No: [*Insert Package Ref*]

Employer: [*Insert Name of Employer*]

Country: [*Insert Name of Country*]

Standard Bidding Document

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PART 1 Bidding Procedures

Section I - Instructions to Bidders

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**Section I - Instructions to Bidders**

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| --- |
| General |
| Scope of Bid | * 1. The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VII-Employer’s Requirements. The name, identification, and number of contracts of this bidding are **provided in the BDS**.
 |
|  | Throughout this Bidding Document:(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; (c) “day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary’s official public holidays; and(d) “ESHS” means environmental, social, health and safety. |
| Source of Funds | The Beneficiary or Recipient (hereinafter called “Beneficiary”) **indicated in the BDS** has applied for or received financing/loan/grant or TA (hereinafter called “funds”) from the Islamic Development Bank (hereinafter called “IsDB”) toward the cost of the project **named in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. |
|  | Payments by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB, and will be subject in all respects to the terms and conditions of that Financing Agreement. The financing Agreement prohibits a withdrawal from the Financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IsDB, is prohibited by a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. No party other than the Beneficiary shall derive any rights from the Financing Agreement or have any claim to the proceeds of the financing.  |
| Corrupt and Fraudulent Practices  | IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and their personnel, to permit IsDB to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by IsDB. |
| Eligible Bidders | A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.5—or any combination of them in the form of a joint venture (JV) under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.  |
|  | A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if the Bidder: * + 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
		2. receives or has received any direct or indirect subsidy from another Bidder; or
		3. has the same legal representative as another Bidder; or
		4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
		5. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
		6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the contract; or
		7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
		8. has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of the financing) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unlessthe conflict stemming from such relationship has been resolved in a manner acceptable to IsDB throughout the procurement process and execution of the contract.
 |
|  | * 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
	2. A Bidder shall have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and in accordance with Section V. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related services.
	3. A Bidder that has been sanctioned by IsDB in accordance with the above ITB 3.1, or in accordance with Guidelines for Procurement of Goods, Works and Related Services under IsDB Project Financing (“Procurement Guidelines”), shall be ineligible to be prequalified for, bid for, or be awarded an IsDB-financed contract or benefit from an IsDB-financed contract, financially or otherwise, during such period of time as IsDB shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
 |
|  | * 1. Bidders that are Government-owned enterprises or institutions in the Employer’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to IsDB’s satisfaction, through all relevant documents, including its Charter and other information IsDB may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
 |
|  | * 1. A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
 |
|  | * 1. Firms and individuals from a country may be ineligible if so indicated in Section V and:
		1. as a matter of law or official regulation, the Beneficiary’s country prohibits commercial relations with that country, provided that IsDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of or related services required; or
		2. by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
	2. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
	3. A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
 |
| Eligible Materials, Equipment and Services | * 1. The materials, equipment and services to be supplied under the Contract and financed by IsDB may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
 |
| Contents of Bidding Document |
| Sections of Bidding Document | * 1. The Bidding Document consist of Parts 1, 2*,* and3*,* which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**Section I - Instructions to Bidders (ITB)Section II - Bid Data Sheet (BDS)Section III - Evaluation and Qualification Criteria Section IV - Bidding Forms Section V - Eligible Countries Section VI - IsDB Policy-Corrupt and Fraudulent Practices**PART 2 Works Requirements**Section VII - Works Requirements **PART 3 Conditions of Contract and Contract Forms**Section VIII - General Conditions (GC)Section IX - Particular Conditions (PC)Section X - Contract Forms  |
|  | * 1. The Invitation for Bids issued by the Employer is not part of the Bidding Document.
 |
|  | * 1. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid conference (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly by the Employer shall prevail.
 |
|  | * 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
 |
| Clarification of Bidding Document, Site Visit, Pre-Bid Conference | * 1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address **indicated in the BDS** or raise his inquiries during the pre-bid conference if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the **BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
 |
|  | The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense. |
|  | * 1. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 |
|   | * 1. The Bidder’s designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 |
|  | * 1. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the conference.
 |
|  | * 1. Minutes of the pre-bid conference, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. If so specifiedin the **BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid conference at the web page identified in the **BDS**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
 |
|  | * 1. Nonattendance at the pre-bid conference will not be a cause for disqualification of a Bidder.
 |
| Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
 |
|  | * 1. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1.
 |
|  | * 1. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2
 |
| Preparation of Bids |
| Cost of Bidding | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| Language of Bid | The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| Documents Comprising the Bid | * 1. The Bid shall comprise the following:
1. Letter of Bid;
2. completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;
3. Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
4. alternative bids, at Bidder’s option and if permissible, in accordance with ITB 13;
5. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
6. documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract;
7. Technical Proposal in accordance with ITB 16; and
8. Any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| Letter of Bid and Schedules | The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section IV(Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested. |
| Alternative Bids | Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.  |
|  | When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion. |
|  | When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer’s design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. |
|  | When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VIIWorks Requirements. The method for their evaluation will be stipulated in Section III(Evaluation and Qualification Criteria). |
| Bid Prices and Discounts | The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. |
|  | * 1. The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
 |
|  | * 1. The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
 |
|  | * 1. The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
 |
|  | * 1. If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all contracts are submitted and opened at the same time.
 |
|  | * 1. Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
 |
|  | * 1. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
 |
| Currencies of Bid and Payment | * 1. The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
 |
|  | * 1. Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
 |
| Documents Comprising the Technical Proposal | * 1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV(Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.
 |
| Documents Establishing the Qualifications of the Bidder | To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV(Bidding Forms). |
|  | * 1. If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
 |
| Period of Validity of Bids | Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive. |
|  | In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid. |
|  | In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction. |
| Bid Security | * 1. Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS***.*
 |
|  | * 1. A Bid Securing Declaration shall use the form included in Section IV Bidding Forms.
 |
|  | * 1. If a bid security is specified pursuant to ITB 19.1*,* the bid security shall be, at the Bidder’s option, in any of the following forms:
1. an unconditional guarantee, issued by a bank or financial institution (such as an insurance, bonding or surety company);
2. an irrevocable letter of credit;
3. a cashier’s or certified check; or
4. another security **indicated in the BDS.**

from a reputable sourcefrom an eligible country*.* If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer’s Country, it shall have a correspondent financial institution located in the Employer’s Country*.* In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV(Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2. |
|  | * 1. If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as nonresponsive.
 |
|  | * 1. If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security pursuant to ITB 46.
 |
|  | * 1. If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
 |
|  | * 1. The bid security will be forfeited or the Bid Securing Declaration executed:
1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
2. if the successful Bidder fails to:

sign the Contract in accordance with ITB 45; orfurnish a performance security in accordance with ITB 46. |
|  | * 1. The Bid Security or the Bid Securing Declaration of a JVshall be in the name of the JVthat submits the bid. If the JVhas not been constituted into a legally-enforceable JV*,* at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
 |
|  | If a bid security is not required in the BDS pursuant to ITB 19.1, and* 1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;the Beneficiary may**,** if provided for in the BDS**,** declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the BDS. |
| Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “Original”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative”. In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS,** and clearly mark each of them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.
 |
|  | * 1. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
	2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
 |
|  | * 1. Any amendmentssuch as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
 |
| Submission and Opening of Bids |
| Sealing and Marking of Bids | * 1. Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.  |
|  | The inner and outer envelopes shall:(a) bear the name and address of the Bidder;(b) be addressed to the Employer as pursuant to ITB 22.1;(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and(d) bear a warning not to open before the time and date for bid opening. |
|  | * 1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
 |
| Deadline for Submission of Bids | * 1. Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.
 |
|  | * 1. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
 |
| Late Bids | * 1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
 |
| Withdrawal, Substitution, and Modification of Bids  | A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22. |
|  | * 1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
 |
|  | * 1. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
 |
| Bid Opening | * 1. Except in the cases specified in ITB 23 and 24.2, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS** in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.
 |
|  | * 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	2. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.
	3. Next, envelopes marked “Modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
 |
|  | * 1. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid securing Declaration, if required; and any other details as the Employer may consider appropriate.
	2. Only Bids, alternative Bids and discounts that are opened and read out at bid opening shall be considered for evaluation. The Letter of Bid andtheBill of Quantities(or the Schedule of Activities as the case may be)are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**.
	3. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
 |
|  | * 1. The Employer shall prepare a record of the bid opening that shall include, as a minimum:
		1. the name of the Bidder and whether there is a withdrawal, substitution, or modification;
		2. the Bid Price, per contract if applicable, including any discounts;
		3. any alternative bids; and
		4. the presence or absence of a bid security, if one was required.
	2. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
 |
| Evaluation and Comparison of Bids |
| Confidentiality | * 1. Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 43.
 |
|  | * 1. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
 |
|  | Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing. |
| Clarification of Bids | To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. |
|  | If a Bidder does not provide clarifications of its bid by the date and time set in the Employer’s request for clarification, its bid may be rejected. |
| Deviations, Reservations, and Omissions | * 1. During the evaluation of bids, the following definitions apply:

(a) “Deviation” is a departure from the requirements specified in the Bidding Document;(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| Determination of Responsiveness  | * 1. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
 |
|  | * 1. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. |
|  | * 1. The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII Works Requirements have been met without any material deviation, reservation or omission.
 |
|  | If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| Nonconformities, Errors, and Omissions | Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid. |
|  | Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid. |
|  | Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**. |
| Correction of Arithmetical Errors | Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
|  | Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid. |
| Conversion to Single Currency  | For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as **specified in the BDS**.  |
| Margin of Preference | * 1. A margin of preference shall not apply, **unless otherwise specified in the BDS**.
 |
| Subcontractors | 34.1 **Unless otherwise stated in the** **BDS,** the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer (so-called “Nominated Subcontractors”).34.2 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.34.5 The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works. |
| Evaluation of Bids | * 1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and(b) the lowest evaluated cost. |
|  | * 1. To evaluate a bid, the Employer shall consider the following:

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;(c) price adjustment due to discounts offered in accordance with ITB 14.4;(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;(e) adjustment for nonconformities in accordance with ITB 30.3;(f) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria; |
|  | * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
 |
|  | * 1. If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
 |
|  | * 1. If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract*.*
 |
| Comparison of Bids | * 1. The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the Bid offering the most Value for Money.
 |
| Abnormally Low Bids | 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price.37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Employer shall reject the Bid. |
| Unbalanced or Front Loaded Bids | 1. If the Bid for an admeasurement contract that is evaluated as offering the most Value for Money is, in the Employer’s opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.
2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
3. accept the Bid; or
4. require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
5. reject the Bid.
 |
| Qualification of the Bidder | * 1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the most Value for Money and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
 |
|  | * 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17.1. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
 |
|  | * 1. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
 |
| Bid Offering the Most Value for Money | 1. Having compared the evaluated costs of Bids, the Employer shall determine the Bid offering the Most Value for Money. The Bid offering the Most Value for Money is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
2. substantially responsive to the Bidding document; and
3. the lowest evaluated cost.
 |
| Employer’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
 |
| Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by IsDB, the Standstill Period shall not apply.
 |
| Notification of Intention to Award  | 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:1. the name and address of the Bidder submitting the successful Bid;
2. the Contract price of the successful Bid;
3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
5. the expiry date of the Standstill Period; and
6. instructions on how to request a debriefing and/or submit a complaint during the standstill period.
 |
| Award of Contract |
| Award Criteria | * 1. Subject to ITB 41*,* the Employer shall award the Contract to the successful Bidder. This is the Bidder offering the Most Value for Money.
 |
| Notification of Award | * 1. Prior to the expiration of the of Bid validity period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period,, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
	2. Within ten (10) Business Days  after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
1. name and address of the Employer;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
	1. The Employer shall publish the Contract Award Notice in UNDB online or Dg Market website in addition to IsDB’s external website and on the Employer’s website if available.
 |
|  | * 1. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
 |
| Debriefing by the Employer | 46.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.  |
| Signing of Contract | * 1. Promptly upon notification, the Employer shall send the successful Bidder the Letter of Acceptance including the Contract Agreement.
 |
|  | * 1. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
 |
| Performance Security | * 1. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section IX, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institutionlocated in the Employer’s Country.
 |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the Bidder whose Bid offers the next most Value for Money.
 |
| Adjudicator | * 1. The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.
 |
| Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the **BDS**.
 |

Section II - Bid Data Sheet (BDS)

A. Introduction

|  |  |
| --- | --- |
| **ITB 1.1** | The Employer is: **[***insert complete name***]** |
| **ITB 1.1** | The Name of the bidding process is: **[***insert complete name***]**The identification numberof the bidding process is: **[***insert identification number***]**The number and identification of lots comprising this bidding process is: **[***insert number of lots and identification number of each lot, if applicable***]** |
| **ITB 1.2(a)** | *[delete if not applicable]***Electronic –Procurement System**The Purchaser shall use the following electronic-procurement system to manage this Bidding process:***[insert name of the e-system and url address or link]***The electronic-procurement system shall be used to manage the following aspects of the Bidding process:***[list aspects here and modify the relevant parts of the BDS accordingly e.g.,* *issuing bidding document, submissions of Bids, opening of Bids]*** |
| **ITB 2.1** | The Beneficiary is: **[***insert complete name***]** |
| **ITB 2.1** | The name of the Project is: **[***insert name of the Project***]** |
| **ITB 4.5** | A list of debarred firms and individuals is available on IsDB’s external website: <http://www.isdb.org> |

B. Bidding Documents

|  |  |
| --- | --- |
| ITB 7.1 | For Clarification purposes only, the Employer’s address is: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 phone number, with country and city codes***]**Electronic mail address: **[***insert email address, if applicable***]**Requests for clarification should be received by the Employer no later than: **[***insert no. of days***]** |
| ITB 7.1  | Web page: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB 7.4** | A Pre-Bid conference **[***insert “shall” or “shall not”***]** take place at the following date, time and place: **[***insert date, time & place below, if applicable***]**Time: Place: A site visit conducted by the Employer **[***insert “shall be” or “shall not be”***]** organized.  |

C. Preparation of Bids

|  |  |
| --- | --- |
| ITB 10.1 | The language of the bid is: **[***insert language***]***[****Note:*** *In addition to the above language, and if agreed with IsDB, the Employer has the option to issue translated versions of the bidding documents in another language which should either be: (a) the national language of the Beneficiary; or (b) the language used nation-wide in the Beneficiary’s country for commercial transactions. In such case, the following text shall be added:]**“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].**Bidders shall have the option to submit their bid in any one of the languages stated above. Bidders shall not submit Bids in more than one language.]”*All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ language.Language for translation of supporting documents and printed literature is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *[Specify one language]* |
| **ITB 11.1 (b)** | The following schedules shall be submitted with the bid: **[***insert schedules that must be submitted with the Bid, including the priced Bill of Quantities for admeasurement contracts and Schedule of Prices for lump sum contracts***]** |
| **ITB 11.1 (i)** | The Bidder shall submit with its bid the following additional documents: **[***insert type of any additional documents not already listed in ITB 11.1 that must be submitted with the Bid. The list of additional documents should include the following:]***Code of Conduct (ESHS)** The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-clause xxx of the GC), to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and* maintaining *a safe environment etc.]*In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.The Contractor shall be required to implement the agreed Code of Conduct.**Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks**The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.***[Note:*** *insert name of plan and specific risk/s];** [*e.g. Traffic Management Plan to ensure safety of local communities from construction traffic*];
* [*e.g. Water Resource Protection Plan to prevent contamination of drinking water*];
* [*e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts*];
* [*e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];*
* *[e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].*

The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause xxx, that includes the agreed Management Strategies and Implementation Plans described here.*[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]***]** |
| **ITB 13.1** | Alternative bids **[***insert “shall be” or “shall not be”***]**permitted.*[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details ]* |
| **ITB 13.2** | Alternative times for completion **[***insert “shall be” or “shall not be”***]**permitted.If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria). |
| **ITB 13.4** | Alternative technical solutions shall be permitted for the following parts of the Works: **[***insert 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 14.6** | The prices quoted by the Bidder [*insert “shall be” or “shall not be”*]subject to adjustment during the performance of the Contract.  |
| **ITB 15.1** | **[***Choose one of the following options as appropriate***]****[***In case of ICB or ICB/MC***]**The prices shall be quoted by the bidder in: **[***insert the currency***]** A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “foreign currency requirements”) and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV (Bidding Forms).**[***or***]** **[***In case of NCB***]**The prices shall be quoted by the bidder in:**[***insert the local currency***]** |
| **ITB 18.1** | The bid validity period shall be:**[***insert the number of days deemed appropriate***]** days. |
| **ITB 18.3 (a)** | The bid price shall be adjusted by the following factor:\_\_\_\_\_\_\_\_*[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]* |
| **ITB 19.1** | *[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]*A *Bid Security [insert “shall be” or “shall not be”*] required. A Bid-Securing Declaration [*insert “shall be” or “shall not be*”]required.If a bid security shall be required, the amount and currency of the bid security shall be [*If a bid security is required, insert amount and currency of the bid security. Otherwise insert “Not Applicable”.] [In case of lots, please insert amount and currency of the Bid Security for each lot]**Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Purchaser 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 Purchaser wishes to declare the Bidder ineligible for a period of time should the Bidder incur in the actions mentioned in provision ITB 19.9(a) and (b). Otherwise omit.]*If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Beneficiary will declare the Bidder ineligible to be awarded contracts by the Employer for a period of \_\_\_\_\_\_ years.  |
| **ITB 20.1** | In addition to the original of the bid, the number of copies is: **[***insert number of copies required***]**. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall indicate: **[***insert “*1. *The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and*
2. *In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”***]**
 |

D. Submission and Opening of Bids

|  |  |
| --- | --- |
| **ITB 21.1** | Bidders **[***insert “shall” or “shall not”***]**have the option of submitting their bids electronically. |
| **ITB 21.1 (b)** | If bidders shall 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 22.1**  | For bid submission purposes only, the Employer’s address is: **[***insert all required and applicable information***]**Attention: Street Address: Floor/Room number: City: ZIP Code: Country: **The deadline for bid submission is:**Date: Time:  |
| **ITB 25.1** | The bid opening shall take place at: **[***insert all required and applicable information***]**Street Address: Floor/Room number: City: Country:Date: Time:  |
| **ITB 25.1** | If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: **[***insert description of the procedures***.]** |
| **ITB 25.6** | The Letter of Bid and Priced Bill of Quantities (or the Priced Activity Schedule) shallbe initialed by \_\_\_\_\_\_\_\_\_representatives of the Employer conducting Bid opening:*[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc]* |

E. Evaluation and Comparison of Bids

|  |  |
| --- | --- |
| **ITB 30.3** | The adjustment shall be based on the \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(insert “average” or “highest”)*** price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate. |
| **ITB 32.1** | **[***Pursuant to ITB 15.1, choose one of the following options as appropriate.***]****[***In case of ICB/MC***]**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 the name of the currency***]** The source of exchange rate shall be: **[***insert the name of the source of the exchange rates***].**The date for the exchange rate shall be: **[***specify date (day/month/year)***]***or***[***In case of NCB***]** Not applicable. |
| **ITB 33.1** | *[The following provision should be included and the required corresponding information inserted only if the Procurement Plan authorizes the application of margin of preference and the Purchaser intends to apply it to the subject contract. Otherwise omit]*A margin of preference *[insert* *either “shall” or “shall not”*]apply.*[If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]* |
| **ITB 35.2 (f)**  | **[*Delete this section if not applicable*]**Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.  |
| F. Award of Contract |
| **ITB 48.1 and 48.2** | ***[Delete the following if not applicable]***The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.*[Note: The ESHS Performance Security shall normally be required where ESHS risks are significant.]* |
| **ITB 49.1** | The Adjudicator proposed by the Employer is**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[***insert name and address of proposed Adjudicator***]**. The hourly fee for this proposed Adjudicator shall be:\_\_\_\_\_\_\_\_\_\_**[***insert amount and currency***].** The biographical data of the proposed Adjudicator is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[***provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary***]**  |
| **ITB 50** | The procedures for making a Procurement-related Complaint are detailed in the “Procurement [Guidelines](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex C).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:**For the attention**: *[insert full name of person receiving complaints]***Title/position**: *[insert title/position]***Employer**: *[insert name of Employer]***Email address***: [insert email address]***Fax number**: *[insert fax number]* ***delete if not used***In summary, a Procurement-related Complaint may challenge any of the following:1. the terms of the Bidding Documents; and
2. the Employer’s decision to award the contract.
 |

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 35 and ITB 39, 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.

*[The Employer shall select the criteria deemed appropriate for the Bidding process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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1. Domestic Preference

As per Para 2.91 of the Guidelines for Procurement of Goods, Works and related services under Islamic Development Bank Project Financing, September 2018, a margin of preference of 10% (ten percent) may be granted to domestic contractors, in accordance with, and subject to, the following provisions:

(a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Beneficiary and accepted by IsDB, a particular contractor or group of contractors qualifies for a domestic preference.

(b) Responsive bids shall be classified into the following groups:

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

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

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

If a Bid from Group B is the Bid offering maximum VfM, a second evaluation step shall take place. All Bids from Group B shall then be further compared with the Bid offering maximum VfM from Group A. For the purpose of this further comparison only, an amount equal to up to ten percent (10%) shall be added to the respective Bid price corrected for arithmetical errors, including unconditional discounts, but excluding provisional sums and the cost of day Works, if any, shall be added to the evaluated price offered in each Bid from Group B. If the Bid from Group A is the Bid offering maximum VfM, it shall be selected for award of contract. If not, the Bid offering maximum VfM from Group B based on the first evaluation step shall be selected.

2. Evaluation

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

2.1 Assessment of adequacy of Technical Proposal with Requirements

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

2.2 Multiple Contracts

# Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: *[insert method, if applicable or indicate Not Applicable]*

**Award Criteria for Multiple Contracts [ITB 35.4:**

**Lots**

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

 **Packages**

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

**Qualification Criteria for Multiple Contracts:**

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

N is the minimum number of contracts

V is the minimum value of a single contract

**(a) For one Contract**:

**Option 1:**

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

 Or

 **Option 2:**

 (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.

**(b) For multiple Contracts**

 **Option 1:**

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

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

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

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

----etc.

or

 **Option 2:**

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

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

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

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

----etc, **or**

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

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

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

----etc.

 Or

 **Option 3:**

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

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

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

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

----etc, **or**

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

2.3 Alternative Completion Times

# An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: *[insert method, if applicable or indicate Not Applicable]*

2.4 Technical Alternatives

# Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: *[insert method, if applicable or indicate Not Applicable]*

2.5 Sustainable Procurement

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

2.6 Other Criteria

If permitted under ITB 35.2(f):

………………………………………………………………………………………………………………………………………………………………………………

3. Qualification

| **Factor** | 1 Eligibility |
| --- | --- |
| Sub-Factor | Criteria | Documentation Required |
| Requirement | Bidder |
| **Single Entity** | Joint Venture |
| **All partners combined** | Each partner | **At least one partner** |
| .1.1 Nationality  | Nationality in accordance with ITB 4.3. | Must meet requirement | Existing or intended JV must meet requirement |  (see below) | Must meet requirement (see below)N/A | Form ELI –1.1 and 1.2, with attachments |
|  |  |  | The Guidelines stipulate:Paragraph 1.24 In the case of ICB/MC, association of non-MC Firms with MC Firms may be accepted. However, the lead MC Firm is expected to perform at least fifty (50) per cent of the contract.Paragraph 1.25 In the case of National Competitive Bidding (NCB), association of domestic Firms with non-domestic Firms is accepted, with the domestic Firm expected to perform at least fifty (50) per cent of the contract. |  |
| 1.2 Conflict of Interest |  No- conflicts of interests as described in ITB 4.2. | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N / A | Letter of Bid |
| 1.3 Bank Ineligibility | Not having been declared ineligible by IsDB as described in ITB 4.5. | Must meet requirement | Existing JV must meet requirement | Must meet requirement | N / A | Letter of Bid |
| 1.4 Government Owned Entity | Compliance with conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI –1.1 and 1.2, with attachments |
| 1.5 Ineligibility based on a 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. 11 and 1. 12 of Guidelines for Procurement of Goods, Works and related services Under the Islamic Development Bank Financing, September 2018) | Not having been excluded as a result of the Beneficiary’s country laws or official regulations, or by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, in accordance with ITB 4.8 and Section V. | Must meet requirement | Existing JV must meet requirement | Must meet requirement | N / A | Letter of Bid |

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| **Factor** | 2 Historical Contract Non-Performance |
| --- | --- |
| Sub-Factor | Criteria | **Documentation Required** |
| Requirement | Bidder |
| **Single Entity** | Joint Venture, Consortium or Association |
| **All partners combined** | **Each partner** | **At least one partner** |
| 2.1 History of non-performing contracts | Non-performance of a contract did not occur within the last \_\_\_\_\_\_\_\_\_\_ (\_) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one 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.  | Must meet requirement by itself or as partner to past or existing JV | N / A | Must meet requirement by itself or as partner to past or existing JV | N / A | Form CON - 2 |
| 2.2 Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 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 | All pending litigation shall in total not represent more than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.  | Must meet requirement by itself or as partner to past or existing JV | N / A | Must meet requirement by itself or as partner to past or existing JV | N / A | Form CON – 2 |
| 2.4 Litigation History | No consistent history of court/arbitral award decisions against the Bidder[[1]](#footnote-1) since 1st January *[insert year]* | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| 2.5 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years[[2]](#footnote-2).  | Must make the declaration.  | N/A | Each must make the declaration.  | N/A | Form CON-3 ESHS Performance Declaration |

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| **Factor** | 3 Financial Situation |
| --- | --- |
| **Sub-Factor** | Criteria | Documentation Required |
| Requirement |  Bidder |
| **Single Entity** | Joint Venture, Consortium or Association  |
| **All partners combined** | **Each partner** | **At least one partner** |
| 3.1 Historical Financial Performance | (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 $ *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*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 *\_\_\_\_\_\_\_\_\_*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 | Must meet requirementMust meet requirementN / A | N/AN/AMust meet requirement | N/AN/AN / A | Form FIN – 3.1 with attachments |
| 3.2. Average Annual Turnover | Minimum average annual turnover of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, calculated as total certified payments received for contracts in progress or completed, within the last\_\_\_\_\_\_( ) years | Must meet requirement | Must meet requirement | Must meet\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_%) of the requirement | Must meet\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_%) of the requirement | Form FIN –3.2 |

| **Factor** | 4 Experience |
| --- | --- |
| **Sub-Factor** | Criteria | Documentation Required |
| **Requirement** | Bidder |
| Single Entity | **Joint Venture, Consortium or Association**  |
| **All partners combined** | **Each partner** | **At least one partner** |
| 4.1 (a) General Construction Experience  | Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last\_\_\_\_\_\_\_\_ [\_\_\_\_] years prior to the applications submission deadline.  | Must meet requirement | N / A | Must meet requirement | N / A | Form EXP-4.1 |
| 4.2 (a) Specific Construction & Contract ManagementExperience | (i) A minimum number of similar[[3]](#footnote-3) contracts specified below that have been satisfactorily and substantially[[4]](#footnote-4) completed as a prime contractor, joint venture member[[5]](#footnote-5), management contractor or sub-contractor7 between 1st January [*insert year*] and application 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 specified in ITB 35.4 ]* The similarity of the contracts shall be based on the following: [*Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics* | Must meet requirement | Must meet requirements [[6]](#footnote-6) | N / A | N/A | Form EXP 4.2(a) |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 4.2 (b) Specific Experience  | For the above and any other contracts (substantially completed and under implementation) as prime contractor, joint venture member, management contractor or sub-contractor[[7]](#footnote-7) 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[[8]](#footnote-8): *[list activities indicating volume, number or rate of production as applicable][[9]](#footnote-9)* *Under 4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 4.2 (b) define the required capability of the Bidder to execute the Works. There shall not be any inconsistency or repetition of requirement between 4.2(a) and 4.2(b). For the rate of production, specify that the rate of production shall be on the basis of either the average during the entire specified period OR the rate of annual production in any 12 month period in the specified period****,*** *]* | Must meet requirements | Must meet requirements | N / A | Must meet requirement for one characteristic  | Form EXP-2.4.2(b) |

5 Contractor’s Representative and Key Personnel

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

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

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

The Contractor shall require the Employer’s consent to substitute or replace the Contractor’s Representative (reference General Conditions of Contract Sub Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub Clause 1.1.2.7).

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

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

6 Equipment

The Bidder must demonstrate that it will have access to the key Contractor’s equipment listed hereafter:

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

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

Section IV - Bidding Forms

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[Form EXP 4.2(b) - Specific Experience in Key Activities 108](#_Toc531206219)

Letter of Bid

|  |
| --- |
| The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.**Note:** *All italicized text is for use in preparing these form and shall be deleted from the final products.* |

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

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

 **Invitation for Bid No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**To:**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 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 4.7
4. We offer to execute in conformity with the Bidding Documents the following Works:

 ;

1. 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

In case of multiple lots, total price of each lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case of multiple lots, total price of all lots (sum of all lots)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

1. The discounts offered and the methodology for their application are:
2. The discounts offered are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. The exact method of calculations to determine the net price after application of discounts is shown below:

 ;

1. Our bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security,* ***Delete if not applicable***] in accordance with the Bidding Documents;
3. Weare not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, 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 IsDB,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. [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];[[10]](#footnote-10)
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 Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
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.
4. We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\***

Title of the person signing the Bid

Signature of the person named above

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

Schedules

Bill of Quantities/ Schedules of Activities

*[insert Bill of Quantities in the case of an ad-measurement contract or a Schedule of Activities in the case of a lump sum contract]*

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 contents of the Bill of Quantities should be as simple and brief as possible.*

***Daywork Schedule***

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

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

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

***Provisional Sums***

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced 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. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager’s).*

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders 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 contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

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

1. Sample Bill of Quantities[[11]](#footnote-11)

(Local Currency and Foreign Currency)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sums for additional ESHS outcomes. |  |  |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total  |   |

**Sample Activity Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Amount* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sums for additional ESHS outcomes. |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.  |  |  |
|  |  |  |  |
|  |  |  |  |

Schedule of Payment Currencies

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **A** | **B** | **C** | **D** |
| **Name of Payment Currency** | **Amount of Currency** | **Rate of Exchange****to Local Currency** | **Local Currency Equivalent****C = A x B** | **Percentage of Net Bid Price (NBP)****100xC****NBP** |
| **Local currency**  |  | **1.00** |  |  |
| **Foreign Currency #1**  |  |  |  |  |
| **Foreign Currency #2**  |  |  |  |  |
| **Foreign Currency #3**  |  |  |  |  |
| **Net Bid Price** |  |  |  | **100.00** |
| **Provisional Sums Expressed in Local Currency** |  | **1.00** |  |  |
| **BID PRICE** |  |  |  |  |

Table(s) 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****Local 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**

Name of Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**State type:** ....................... [If the Bidder is allowed to receive payment in foreign currencies this table shall be used. If Bidder wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

| **Index Code** | **Index Description** | **Source of Index** | **Base Value and Date** | **Bidder’s 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]

|  |
| --- |
| Form of Bid Security (Bank Guarantee) |

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the* Employer*]*

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

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

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

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

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

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

At the request of the Applicant, we , as Guarantor, hereby **irrevocably and unconditionally** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of  **[***amount in figures***]****[***amount in words***]** upon receipt by us of the Beneficiary’s **first demand** in writing 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 and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; 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.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[signature(s)]

Form ofBid Security (Bid Bond)

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

**BOND NO**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND **[***Name of Bidder***]** as Principal (hereinafter called “the Principal”), and **[***name, legal title, and address of surety***]***,* **authorized to transact business in [***Name of country of Employer***],** as Surety (hereinafter called “the Surety”), are held and firmly bound unto **[***name of Employer***]** as Obligee (hereinafter called “the Employer”) in the sum of **[***amount of Bond***][[12]](#footnote-12) [***amount in words***],** for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*(Signature) (Signature)*

*(Printed name and title) (Printed name and title)*

Form of Bid-Securing Declaration

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

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

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

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

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

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

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

Signed: **[***insert signature of person whose name and capacity are shown***]**

In the capacity of **[***insert legal capacity of person signing the Bid-Securing Declaration***]**

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

Duly authorized to sign the bid for and on behalf of: **[***insert complete name of Bidder***]**

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ **[***insert date of signing***]**

Corporate Seal (where appropriate)

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

Technical Proposal

Technical Proposal Forms

* **Site Organization**
* **Method Statement**
* **Mobilization Schedule**
* **Construction Schedule**
* **ESHS Management Strategies and Implementation Plans**
* **Code of Conduct (ESHS)**
* **Equipment**
* **Key Personnel Schedule**
* **Others**

Site Organization

*[insert Site Organization information]*

Method Statement

*[insert Method Statement]*

Mobilization Schedule

*[insert Mobilization Schedule]*

Construction Schedule

*[insert Construction Schedule]*

ESHS Management Strategies and Implementation Plans

#### **(ESHS-MSIP)**

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

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

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

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

#### In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Form 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 |
|  |  |
|  |  |

|  |
| --- |
| Contractor’s Representative and Key Personnel Schedule  |

Form PER-1: Proposed Personnel

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

**Contractor’ Representative and Key Personnel**

|  |  |
| --- | --- |
| **1.** | **Title of position:** Contractor’s Representative |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[Environmental Specialist]* |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[Health and Safety Specialist]* |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[Social Specialist]* |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[insert title]* |
|  | **Name of candidate** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

Form PER-2:

**Resume and Declaration**

**Contractor’s Representative and Key Personnel**

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Project**  | **Role** | **Duration of involvement** | **Relevant experience** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]*  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Declaration**

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

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

|  |  |
| --- | --- |
| **Commitment** | **Details** |
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]* |

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

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid;
3. result in my dismissal from the contract.

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

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Qualification

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 Sheet

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

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

Invitation for Bid No.: \_\_\_\_\_\_\_\_

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

|  |
| --- |
| 1. Bidder’s Legal Name  |
| 2. In case of JV, legal name of each party: |
| 3. Bidder’s actual or intended Country of Registration: |
| 4. Bidder’s actual or intended Year of Registration:  |
| 5. Bidder’s Legal Address in Country of Registration: |
| 6. Bidder’s Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.* In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1
* In case of government owned entity from the Employer’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.
 |

 Form ELI 1.2 - Party to JV Information Sheet

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

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

Invitation for Bid No.:\_\_\_\_\_\_\_\_\_

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

|  |
| --- |
| 1. Bidder’s Legal Name:  |
| 2. JV’s Party legal name: |
| 3. JV’s Party Country of Registration: |
| 4. JV’s Party Year of Registration: |
| 5. JV’s Party Legal Address in Country of Registration: |
| 6. JV’s Party Authorized Representative InformationName:Address:Telephone/Fax numbers:Email Address: |
| 7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.4. In case of government owned entity from the Purchaser’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON 2 - Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

|  |
| --- |
| Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria) |
| Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor.2.1 of Section III (Evaluation and QualificationCriteria)Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.1 of Section III(Evaluation and QualificationCriteria). |
| Year | Non- performed portion of contract | Contract Identification  | Total Contract Amount (current value, US$ equivalent) |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Identification:Name of Employer:Address of Employer:Matter in dispute: | \_\_\_\_\_\_\_\_\_\_\_ |
| Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria) |
| No pending litigation in accordance with Sub-Factor 2.3 of Section III (Evaluation and QualificationCriteria) Pending litigation in accordance with Sub-Factor 2.3 of Section III (Evaluation and QualificationCriteria), as indicated below |
| Year | Amount in dispute (currency) | Contract Identification | Total Contract Amount (current value, US$ equivalent) |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Identification:Name of Employer:Address of Employer:Matter in dispute: | \_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Identification:Name of Employer:Address of Employer:Matter in dispute: | \_\_\_\_\_\_\_\_\_\_\_ |
| **Litigation History in accordance with Section III, Evaluation and Qualification Criteria** |
| 🞎 No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.🞎 Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. |
| Year of award | Outcome as percentage of Net Worth  | Contract Identification | Total Contract Amount (currency), USD Equivalent (exchange rate) |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Matter in dispute: *[indicate main issues in dispute]*Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*Reason(s) for Litigation and award decision *[indicate main reason(s)]* | *[insert amount]* |

Form CON 3 - ESHS Performance Declaration

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

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

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

Financial Situation

Form FIN 3.1 - Historical Financial Performance

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bidding No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

To be completed by the Bidder and, if JV, by each partner

**1. Financial data**

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

**2. Sources of Finance**

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

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

**2. Financial documents**

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

(a) reflect the financial situation of the Bidder or in case of 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[[13]](#footnote-13) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN 3.2 - Average Annual Turnover

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding *No*.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and QualificationCriteria), Sub-Factor 3.2, divided by that same number of years.

Form FIN 3.3 - Financial Resources

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

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

Form CCC - Current Contract Commitments / Works in Progress

Bidders and each partner 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of contract** | **Employer, 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. |  |  |  |  |
| etc. |  |  |  |  |

Form EXP 4.1 - General Experience

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bidding No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

| **Starting Month / Year** | **Ending Month / Year** | **Years\*** | **Contract Identification**  | **Role of Bidder** |
| --- | --- | --- | --- | --- |
|  |  |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: |  |
|  |  |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: |  |
|  |  |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: |  |
|  |  |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: |  |
|  |  |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: |  |
|  |  |  | Contract name:Brief Description of the Works performed by the Bidder:Name of Employer:Address: |  |

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form EXP 4.2(a) - Specific Experience

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bidding No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Form EXP –4.2(a) (cont.)**

**Specific Experience (cont.)**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Similar Contract No. \_\_[***insert specific number***] of \_\_\_[***insert total number of contracts***] required** | **Information** |
| --- | --- |
| Description of the similarity in accordance with Sub-Factor 4.2a) of Section III (Evaluation and Qualification Criteria): |  |
| 1. Amount |  |
| 2. Physical size of required works items |  |
| 3. Complexity |  |
| 4. Methods/Technology5. Construction rate for key activities |  |
| 6. Other Characteristics |  |

Form EXP 4.2(b) - Specific Experience in Key Activities

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bidding No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  | **Information** |
| --- | --- |
| Contract Identification |  |
| Award date Completion date |  |
| Role in Contract |  Contractor  |  Management Contractor |  Subcontractor |
| Total contract amount |  | US$\_\_\_\_\_\_\_\_ |
| If partner in a JV or subcontractor, specify participation of total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | US$\_\_\_\_\_\_\_\_ |
| Employer’s Name: |  |
| Address:Telephone/fax number:E-mail: |  |

**Form EXP –4.2 (b)(cont.)**

**Specific Experience in Key Activities (cont.)**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Section V - Eligible Countries

**Eligibility for**

**Procurement of Goods, Works and Non Consulting Services under
IsDB Project Financing**

1. In accordance with Para 1.11 of the Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, September 2018, it is a fundamental policy of IsDB that the Goods, Works and related services provided by the Contractor, and its associates and sub-contractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. The Beneficiary shall advise prospective Bidders that bids will only be considered from Firms that are not subject to these Boycott Regulations. The Bidder shall provide a letter of oath to that effect.

The eligibility of a Firm will be determined during the evaluation process. In cases where Firms withhold information to evade disqualification on account of the eligibility requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such Firm and claim compensation for losses incurred, as a consequence thereof, by the Beneficiary and/or IsDB. IsDB reserves the right not to honor any contract if the supplier or contractor involved is found to be ineligible based on the eligibility requirement stated therein.

For the purpose of eligibility, a Member Country (MC) Firm shall comply with all of the following:

1. *it is established or incorporated in a IsDB MC;*
2. *its principal place of business is located in a IsDB MC; and*
3. *it is more than 50% beneficially owned by a firm or firms in one or more MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

For the purpose of eligibility, a domestic firm of a MC is defined as follows:

1. *it is established or incorporated in the MC where the Works are to be carried out and/or where the Goods are to be delivered;*
2. *its principal place of business is located in the Beneficiary MC; and*
3. *it is more than 50% beneficially owned by a firm or firms in the Beneficiary MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

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

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

Under ITA 4.8(b) and 5.1:  *[insert a list of the countries following approval by IsDB to apply the restriction or state “none”]*

Section VI - IsDB Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, September 2018

**Fraud and Corruption:**

1.39 It is IsDB’s policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts[[14]](#footnote-14). In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

1. defines, for the purposes of this provision, the terms set forth as follows:
2. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
3. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
4. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
5. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
6. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.
7. will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
8. will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
9. will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures[[15]](#footnote-15), including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
10. to be awarded a IsDB-financed contract; and
11. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
12. will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

PART 2 Works Requirements

Section VII - Works Requirements

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Scope of Works

Specifications

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

*Samples of Specifications from previous similar projects in the same country are useful in to prepare Specifications. The use of metric units is encouraged by the Islamic Development Bank. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.*

*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 addendums should then adapt the General Specifications to apply them to the particular Works.*

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

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

**“Equivalency of Standards and Codes**

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

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

Environmental, social, health and safety requirements

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

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

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

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

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

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.*

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

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

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

**Minimum Content of ESHS requirements**

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

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

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

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

*General Conditions of Contract*

Sub-clause 3 Language and Law

Sub-clause 7.1 Subcontracting

Sub-clause 8.1 Other Contractors

Sub-clause 9 Personnel and Equipment

Sub-clause 12 Contractor’s Risks

Sub-clause 15.1 Contractor to Construct the Works

Sub-clause 18 Safety and Protection of the Environment

Sub-clause 19.1 Discoveries

Sub-clause 31 Early Warnings

Sub-clause 41.4 Payments

**Minimum Requirements for the BIDDER’S Code of Conduct**

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

* *project reports e.g. ESIA/ESMP*
* *any particular GBV/SEA requirements*
* *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
* *required standards*
* *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards*
* *relevant standards e.g. Workers’ Accommodation: Process and Standards*
* *relevant sector standards e.g. workers accommodation*
* *grievance redress mechanisms.*

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

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

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

The issues to be addressed include:

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

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

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

*A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor’s personnel* (*including sub-contractors and day workers*)*, Employer’s and Project Manager’s personnel, and affected persons.*

**Payment for ESHS Requirements**

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

Drawings

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

Supplementary Information

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract(PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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**General Conditions of Contract**

A. General

|  |  |
| --- | --- |
| 1. Definitions
 | * 1. Boldface type is used to identify defined terms.
1. The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
2. The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
3. The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
4. Bank means the financing institution **named in the PCC**.
5. Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid in an ad-measurement contract.
6. Compensation Events are those defined in GCC Clause 41 hereunder.
7. The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
8. The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
9. The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
10. The Contractor’s Bid is the completed bidding document submitted by the Contractor to the Employer.
11. The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
12. Days are calendar days; months are calendar months.
13. Dayworks are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
14. A Defect is any part of the Works not completed in accordance with the Contract.
15. The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
16. The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
17. Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
18. The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
19. Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
20. “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
21. The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.
22. The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
23. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
24. Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
25. The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
26. PCC means Particular Conditions of Contract
27. The Site is the area **defined as such in the PCC**.
28. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
29. Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
30. The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
31. A Subcontractor is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
32. Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
33. A Variation is an instruction given by the Project Manager which varies the Works.
34. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
 |
| 1. Interpretation
 | * 1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
	2. If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	3. The documents forming the Contract shall be interpreted in the following order of priority:
1. Agreement,
2. Letter of Acceptance,
3. Contractor’s Bid,
4. Particular Conditions of Contract,
5. General Conditions of Contract,
6. Specifications,
7. Drawings,
8. Bill of Quantities,[[16]](#footnote-16) and
9. any other document **listed in the PCC** as forming part of the Contract.
 |
| 1. Language and Law
 | * 1. The language of the Contract and the law governing the Contract are **stated in the PCC**.
 |
| 1. Project Manager’s Decisions
 | * 1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
 |
| 1. Delegation
 | * 1. Otherwise specified in the **PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
 |
| 1. Communica­tions
 | * 1. Communications between parties that are referred to in the PCC shall be effective only when in writing. A notice shall be effective only when it is delivered.
 |
| 1. Subcontracting
 | * 1. The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.
 |
| 1. Other Contractors
 | * 1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
 |
| 1. Personnel and Equipment
 | * 1. The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
	2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
	3. If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
 |
| 1. Employer’s and Contractor’s Risks
 | * 1. The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.
 |
| 1. Employer’s Risks
 | * 1. From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:
1. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
	1. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
	2. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
2. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
	1. From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to
3. a Defect which existed on the Completion Date,
4. an event occurring before the Completion Date, which was not itself an Employer’s risk, or
5. the activities of the Contractor on the Site after the Completion Date.
 |
| 1. Contractor’s Risks
 | 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are Contractor’s risks. |
| 1. Insurance
 | * 1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:
1. loss of or damage to the Works, Plant, and Materials;
2. loss of or damage to Equipment;
3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
4. personal injury or death.
	1. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	2. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	3. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
	4. Both parties shall comply with any conditions of the insurance policies.
 |
| 1. Site Data
 | * 1. The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
 |
| 1. Contractor to Construct the Works
 | * 1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
 |
| 1. The Works to Be Completed by the Intended Completion Date
 | * 1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
 |
| 1. Approval by the Project Manager
 | * 1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	2. The Contractor shall be responsible for design of Temporary Works.
	3. The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.
	4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
 |
| 1. Safety
 | * 1. The Contractor shall be responsible for the safety of all activities on the Site.
	2. The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
 |
| 1. Discoveries
 | * 1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.
 |
| 1. Possession of the Site
 | * 1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
 |
| 1. Access to the Site
 | * 1. The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
 |
| 1. Instructions, Inspections and Audits
 | * 1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	2. The Contractor shall keep, and shall make all reasonable efforts to cause its sub-contractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
	3. Pursuant to paragraph (e) of Appendix to the General Conditions, the Contractor shall permit and shall cause its sub-contractors and sub-consultants to permit, IsDB and/or persons appointed by IsDB to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by IsDB if requested by IsDB. The Contractor’s and its sub-contractors’ and sub-consultants’ attention is drawn to Sub-Clause 57.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of IsDB’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to IsDB’s prevailing sanctions procedures).
 |
| 1. Appointment of the Adjudicator
 | * 1. The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
	2. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
 |
| 1. Procedure for Disputes
 | * 1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager’s decision.
	2. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	3. The Adjudicator shall be paid by the hour at the **rate specified in the** **PCC,** together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.
	4. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC.**
 |

B. Time Control

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| 1. Program
 | * 1. Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
	2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	3. The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
	4. The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
 |
| 1. Extension of the Intended Completion Date
 | * 1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
 |
| 1. Acceleration
 | * 1. When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
	2. If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
 |
| 1. Delays Ordered by the Project Manager
 | * 1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
 |
| 1. Management Meetings
 | * 1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
 |
| 1. Early Warning
 | * 1. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
 |

C. Quality Control

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| 1. Identifying Defects
 | * 1. The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
 |
| 1. Tests
 | * 1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
 |
| 1. Correction of Defects
 | * 1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.
 |
| 1. Uncorrected Defects
 | * 1. If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
 |

D. Cost Control

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| 1. Contract Price
 | * 1. In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
	2. In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
 |
| 1. Changes in the Contract Price
 | * 1. In the case of an admeasurement contract:
1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
2. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
3. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
	1. In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
 |
| 1. Variations
 | * 1. All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
	2. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	3. If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.
	4. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
	6. In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
	7. Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and(c) a description of any effect(s) of the change on performance/functionality.The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:(a) accelerate the contract completion period; or(b) reduce the Contract Price or the life cycle costs to the Employer; or(c) improve the quality, efficiency, safety or sustainability of the Facilities; or(d) yield any other benefits to the Employer,without compromising the functionality of the Works.If the value engineering proposal is approved by the Employer and results in:(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PC** of the reduction in the Contract Price; or(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price. |
| 1. Cash Flow Forecasts
 | * 1. When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
 |
| 1. Payment Certificates
 | * 1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	2. The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.
	3. The value of work executed shall be determined by the Project Manager.
	4. The value of work executed shall comprise:
1. In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
2. In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
	1. The value of work executed shall include the valuation of Variations and Compensation Events.
	2. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 |
| 1. Payments
 | * 1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid penalty on the late payment in the next payment. Penalty shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of penalty for each of the currencies in which payments are made.
	2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid penalty upon the delayed payment as set out in this clause. Penalty shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
	4. Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
 |
| 1. Compensation Events
 | * 1. The following shall be Compensation Events:
1. The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
2. The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
3. The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
4. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
5. The Project Manager unreasonably does not approve a subcontract to be let.
6. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
7. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
8. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
9. The advance payment is delayed.
10. The effects on the Contractor of any of the Employer’s Risks.
11. The Project Manager unreasonably delays issuing a Certificate of Completion.
	1. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
	2. As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
	3. The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager.
 |
| 1. Tax
 | * 1. The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.
 |
| 1. Currencies
 | * 1. Where payments are made in currencies other than the currency of the Employer’s country **specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.
 |
| 1. Price Adjustment
 | * 1. Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

**Pc = Ac + Bc Imc/Ioc**where: Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.” Ac and Bc are coefficients[[17]](#footnote-17) **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”* 1. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
 |
| 1. Retention
 | * 1. The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
	2. Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.
 |
| 1. Liquidated Damages
 | * 1. The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
	2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid penalty on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.
 |
| 1. Bonus
 | * 1. The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
 |
| 1. Advance Payment
 | * 1. The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
 |
| 1. Securities
 | * 1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond. The termination of contract due to fundamental breach of contract by Contractor shall constitute sufficient grounds for the forfeiture of the Performance security.
 |
| 1. Dayworks
 | * 1. If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
 |
| 1. Cost of Repairs
 | * 1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.
 |

E. Finishing the Contract

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| 1. Completion
 | * 1. The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
 |
| 1. Taking Over
 | * 1. The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.
 |
| 1. Final Account
 | * 1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
 |
| 1. Operating and Maintenance Manuals
 | * 1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**
	2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCCpursuant to GCC Sub-Clause 55.1**,** or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
 |
| 1. Termination
 | * 1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
1. the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
2. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
3. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
4. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
5. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
6. the Contractor does not maintain a Security, which is required;
7. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
8. if the Contractor, in the judgment of the Employer, has engaged in Fraud and Corruption, as defined in paragrpah (a) of the Appendix to the GC in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
	1. Notwithstanding the above, the Employer may terminate the Contract for convenience.
	2. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
	3. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.
 |
| 1. Fraud and Corruption
 | * 1. The IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
	2. The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
 |
| 1. Payment upon Termination
 | * 1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	2. If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
 |
| 1. Property
 | * 1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.
 |
| 1. Release from Performance
 | * 1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
 |
| 1. Suspension of IsDB Financing
 | * 1. In the event that IsDB suspends the Financing to the Employer, from which part of the payments to the Contractor are being made:
1. The Employer is obligated to notify the Contractor of such suspension within 7 days of having received IsDB’s suspension notice.
2. If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.
 |

APPENDIX TO GENERAL CONDITIONS

IsDB’s Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, September 2018

**Fraud and Corruption:**

1.39 It is IsDB’s policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts[[18]](#footnote-18). In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

1. defines, for the purposes of this provision, the terms set forth as follows:
2. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
3. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
4. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
5. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
6. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.
7. will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
8. will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
9. will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures[[19]](#footnote-19), including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
10. to be awarded a IsDB-financed contract; and
11. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
12. will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

Section IX - Particular Conditions of Contract

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

|  |
| --- |
| **A. General** |
| **GCC 1.1 (d)** | The financing institution is: |
| **GCC 1.1 (s)** | The Employer is **[***insert name, address, and name of authorized representative***].** |
| **GCC 1.1 (v)** | The Intended Completion Date for the whole of the Works shall be **[***insert date***]****[***If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here***]** |
| **GCC 1.1 (y)** | The Project Manager is **[***insert name, address, and name of authorized representative***].** |
| **GCC 1.1 (aa)** | The Site is located at **[***insert address of Site* **]** and is defined in drawings No. **[***insert numbers***]** |
| **GCC 1.1 (dd)** | The Start Date shall be **[***insert date***].** |
| **GCC 1.1 (hh)** | The Works consist of **[***insert brief summary, including relationship to other contracts under the Project***].** |
| **GCC 2.2** | Sectional Completions are: **[***insert nature and dates, if appropriate***]**  |
| **GCC 2.3(i)** | The following documents also form part of the Contract: *[list the following and any other relevant documents]*1. the ESHS Management Strategies and Implementation Plans; and
2. Code of Conduct (ESHS).
 |
| **GCC 3.1**  | The language of the contract is **[***insert name of the language. The language shall be that of the bid***].** The law that applies to the Contract is the law of **[***insert name of Country***].** |
| **GCC 5.1** | The Project manager **[***may or may not***]** delegate any of his duties and responsibilities. |
| **GCC 8.1** | Schedule of other contractors: **[***insert Schedule of Other Contractors, if appropriate***]** |
| **GCC 9.1** | **Key Personnel**GCC 9.1 is replaced with the following:* 1. Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.] |
| **GCC 9.2** | **Code of Conduct (ESHS)**The following is inserted at the end of GCC 9.2:“The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime).” |
| **GCC 13.1** | The minimum insurance amounts and deductibles shall be:(a) for loss or damage to the Works, Plant and Materials: **[***insert amounts***].**(b) For loss or damage to Equipment: **[***insert amounts***].**(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract **[***insert amounts***].**(d) for personal injury or death: * + - 1. of the Contractor’s employees: **[***amount***].**
			2. of other people: **[***amount***].**
 |
| **GCC 14.1** | Site Data are: **[***list Site Data***]** |
| **GCC 16.1 (add new 16.2)** | **ESHS Management Strategies and Implementation Plans**The following is inserted as a new sub-clause 16.2:“ **16.2** The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.” |
| **GCC 20.1** | The Site Possession Date(s) shall be: **[***insert location(s) and date(s)***]** |
| **GCC 23.1 &****GCC 23.2** | Appointing Authority for the Adjudicator: **[***insert name of Authority***].** |
| **GCC 24.3** | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: **[***insert hourly fees and reimbursable expenses***].** |
| **GCC 24.4** | **[***For smaller contracts, the institution is usually from the Employer’s country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution***]** Institution whose arbitration procedures shall be used: …………………**[***For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording***]*****“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:***Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”or***“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):***All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”or***“Rules of the London court of International Arbitration:***Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.”The place of arbitration shall be: **[***Insert city and country***]** |
| **B. Time Control** |
| **GCC 25.1** | The Contractor shall submit for approval a Program for the Works within **[***number***]** days from the date of the Letter of Acceptance. |
| **GCC 25.2** | **ESHS Reporting**Inserted at the end of GCC 25.2:“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix. In addition to Appendix reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.* + 1. confirmed or likely violation of any law or international agreement;
		2. any fatality or serious (lost time) injury;
		3. significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)
		4. major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or
		5. any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.
 |
| **GCC 25.3** | The period between Program updates is **[***insert number***]** days.The amount to be withheld for late submission of an updated Program is **[***insert amount***].** |
| **C. Quality Control** |
| **GCC 33.1** | The Defects Liability Period is: **[***insert number***]** days.**[***The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases***]** |
| **D. Cost Control** |
| **GCC 37.2** | At the end of 37.2 add after the first sentence: “The Contractor shall also provide information of any ESHS risks and impacts of the Variation.” |
| **GCC 37.7** | If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be \_\_\_% *(insert appropriate percentage. The percentage is normally up to 50%)* of the reduction in the Contract Price.  |
| **GCC 37.7** | In the first paragraph insert new sub-paragraph (d):“(d) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;” |
| **GCC 39** | Add new GCC 39.7:39.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: 1. failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
2. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;
3. failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
4. failing to have appropriate consents/permits prior to undertaking Works or related activities;
5. failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;
6. failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
 |
| **GCC 42.1** | The IDB financing *does not* cover the payment of taxes, duties, fees and any imposition of similar nature. |
| **GCC 43.1** | The currency of the Employer’s country is: **[***insert name of currency of the Employer’s country***].** |
| **GCC 44.1** | The Contract **[***insert “is” or “is not”***]** subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients **[***specify “does” or “does not”***]** apply.**[***Price adjustment is mandatory for contracts which provide for time of completion exceeding 12 months***]**The coefficients for adjustment of prices are:(a) For currency **[***insert name of currency***]**:(i) **[***insert percentage***]** percent non adjustable element (coefficient A).(ii) **[***insert percentage***]** percent adjustable element (coefficient B).(b) For currency **[***insert name of currency***]**:(i) **[***insert percentage***]** percent non adjustable element (coefficient A).(ii) **[***insert percentage***]** percent adjustable element (coefficient B).The Index I for local currency shall be **[***insert index***]**.The Index I for the specified international currency shall be **[***insert index***]**.**[***These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer***]**The Index I for currencies other than the local currency shall be **[***insert index***]**.**[***These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.***]** |
| **GCC 45.1** | The proportion of payments retained is: **[***insert percentage***]****[***The retention amount is usually close to 5 percent and in no case exceeds 10 percent***.]** |
| **GCC 46.1** | The liquidated damages for the whole of the Works are **[***insert percentage of the final Contract Price***]** per day. The maximum amount of liquidated damages for the whole of the Works is **[***insert percentage***]** of the final Contract Price.**[***Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here***]** |
| **GCC 47.1** | The Bonus for the whole of the Works is **[***insert percentage of final Contract Price***]** per day. The maximum amount of Bonus for the whole of the Works is **[***insert percentage***]** of the final Contract Price.**[***If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.***]** |
| **GCC 48.1** | The Advance Payments shall be: **[***insert amount(s). Normally, it should not exceed more than 20% of accepted contract price***]** and shall be paid to the Contractor no later than **[***insert date(s)***]**. |
| **GCC 49.1** | An Environmental, Social, Safety and Health (ESHS) Performance Security [‘*shall’ or ‘shall not’, choose either option consistent with the BDS*] be provided to the Employer.] [If an ESHS Security is required, replace GCC 49.1 with the following otherwise delete.]“GCC 49.1 is replaced with the followingThe Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PC (for GCC 49.1).The Performance Security shall be issued by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ESHS Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and, if applicable, the ESHS Performance Security, shall be valid until a date 28 days from the date of issue of the Completion Certificate in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.” |
| **GCC 49.1** | The Performance Security amount is **[***insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer***]** (a) Bank Guarantee: **[***insert percentage and amount(s)***].**(b) Performance Bond: **[***insert percentage and amount(s)***].**(c) Environmental, Social, Safety and Health (ESHS) Performance Security - Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount*]*. [**delete if not applicable**].**[***A Bank Guarantee shall be unconditional (on demand) (see Section IX. Security Forms). The ESHS Performance Security will normally be in the amount(s) of 1% to 3% of the Accepted Contract Amount. The sum of the total “demand guarantees” (Performance Security and ESHS Performance Security) shall normally not exceed 10% of the Accepted Contract Amount. A Performance Bond is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer. An amount of 30 percent of the Contract Price is commonly used internationally for this type of security (see Section IX. Security Forms)***]** |
| **E. Finishing the Contract** |
| **GCC 55.1** | The date by which operating and maintenance manuals are required is **[***insert date***].**The date by which “as built” drawings are required is **[***insert date***].** |
| **GCC 55.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is **[***insert amount in local currency***].** |
| **GCC 56.2 (g)** | The maximum number of days is: **[***insert number; consistent with clause 41.1 on liquidated damages***]***.*  |
| **GCC 58.1** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is **[***insert percentage***].** |

**APPENDIX**

**Environmental, Social, Health and Safety (ESHS)**

**Metrics for Progress Reports**

***[Note to Employer: the following metrics may be amended to reflect the Employer’s environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]***

*Metrics for regular reporting:*

1. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
2. *health and safety incidents, accidents, injuries and all fatalities that require treatment;*
3. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
4. *status of all permits and agreements:*
5. work permits: number required, number received, actions taken for those not received;
6. status of permits and consents:
7. *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
* *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
* *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
* *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
1. *health and safety supervision:*
2. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
3. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
4. *worker accommodations:*
5. number of expats housed in accommodations, number of locals;
6. date of last inspection, and highlights of inspection including status of accommodations’ compliance with national and local law and good practice, including sanitation, space, etc.;
7. actions taken to recommend/require improved conditions, or to improve conditions.
8. *HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
9. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
10. *training:*
11. number of new workers, number receiving induction training, dates of induction training;
12. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
13. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
14. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
15. *environmental and social supervision:*
16. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
17. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
18. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
19. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
20. Worker grievances;
21. Community grievances
22. *Traffic and vehicles/equipment:*
23. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
24. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
25. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
26. *Environmental mitigations and issues (what has been done):*
27. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
28. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
29. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
30. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
31. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;
32. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
33. details of tree plantings and other mitigations required undertaken in the reporting period;
34. details of water and swamp protection mitigations required undertaken in the reporting period.
35. *compliance:*
36. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
37. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
38. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
39. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
40. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

**Table of Forms**

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Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

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

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

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

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

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

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

**Notification of Intention to Award**

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

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

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

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

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Bid price** | **Evaluated Bid price** **(if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

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

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

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Employer*]**Email address**: [*insert email address*]**Fax number**: [*insert fax number*] ***delete if not used***If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end. The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

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

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended as stated in Section 4 above.  |

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

On behalf of the Employer:

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

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

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

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

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

Letter of Acceptance

[ *On letterhead paper of the Employer*]

*. . . . . . .* [*date*]. *. . . . . .*

**To:** . . . . . . . . . . **[** *Name and address of the Contractor***]** . . . . . . . . . .

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

This is to notify you that your Bid dated . . . . **[***insert date***] *. .*** . . for execution of the . . . . . . . . . **.[***insert name of the contract and identification number, as given in the Appendix to Bid***]** . . . . . . . . . . for the Accepted Contract Amount of the equivalent of . . . . . . . . **.[***insert 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 and an Environmental, Social, Health and Safety Performance Security ***[Delete ESHS Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ESHS Performance Security Form, ***[Delete reference to the ESHS Performance Security Form if it is not required under the contract]*** included in Section X (Contract Forms) of the Bidding Document.

**[***Choose one of the following statements:***]**

We accept that **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[***insert the name of Adjudicator proposed by the Bidder***]** be appointed as the Adjudicator.

**[***or***]**

We do not accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[***insert the name of the Adjudicator proposed by the Bidder***]** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[***insert name of the Appointing Authority***]**, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 42.1 and GCC 23.1.

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 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 and any other documents forming part of the contract, including, but not limited to:
		9. the ESHS Management Strategies and Implementation Plans**;** and
		10. Code of Conduct (ESHS)

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . [Name of the Beneficiary country]. . . . .on the day, month and year indicated 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)**

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

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

**Date:**

**Performance Guarantee No.:**

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

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

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

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

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

*. . . . . . . . . . . . . . . . . . . . . . . . . . . .***[***Seal of Bank and Signature(s)***]**

***Note –***

*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

***1*** *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.*

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

**Option 2: Performance Bond**

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

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

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

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

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

(3) **pay unconditionally, irrevocably and on first demand** 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 Completion Certificate.

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

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

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

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

**ESHS Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby **unconditionally, irrevocably and on first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ ( ),[[20]](#footnote-20)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[21]](#footnote-21)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.***

Advance Payment Security

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

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

**Date:**

**Advance Payment Guarantee No.:**

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

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . **[***Name of the currency and amount in figures***] 1**. . . . . . (. . . . . **[***amount in words***]**. . . . . ) is to be made against an advance payment guarantee.

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . . . . , . . . . .*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.

*. . . . . . . . . . . . . .* **[***Seal of Bank and Signature(s)***]**. *. . . . . . . . . . . . .*

***Note –***

*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

*1 The Guarantor shall insert an amount representing the amount of the advance payment 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.*

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

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| Retention Money Security |

**Demand Guarantee**

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

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

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

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

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[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 Completion 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 Completion 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 **unconditionally and irrevocably** undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* ( ) *[amount in words][[22]](#footnote-22)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.

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. The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder. [↑](#footnote-ref-1)
2. The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence. [↑](#footnote-ref-2)
3. 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-3)
4. Substantial completion shall be based on **80%** or more works completed under the contract. [↑](#footnote-ref-4)
5. 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-5)
6. 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-6)
7. 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-7)
8. 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-8)
9. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts. [↑](#footnote-ref-9)
10. [↑](#footnote-ref-10)
11. *Bidder to use as appropriate* In case of Lump-sum Contract, use Sample Activity Schedule. [↑](#footnote-ref-11)
12. *The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.* [↑](#footnote-ref-12)
13. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-13)
14. In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper. [↑](#footnote-ref-14)
15. A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. [↑](#footnote-ref-15)
16. *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”* [↑](#footnote-ref-16)
17. *The sum of the two coefficients Ac and Bc should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.*  [↑](#footnote-ref-17)
18. In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper. [↑](#footnote-ref-18)
19. A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. [↑](#footnote-ref-19)
20. *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-20)
21. *2 Insert the date twenty-eight days after the expected completion date as described in GC. 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-21)
22. 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-22)