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**Standard  
Procurement Documents**

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**Request for  
Bids**

**Procurement of Large Works**

**International Competitive Bidding (ICB)**

1st Edition

Month Year

*insert*

*project logo*

*(if existing)*

**REQUEST FOR BIDS**

**Issued on: \_\_\_\_\_\_\_\_\_\_\_\_\_**

***[Employer / Procuring Entity]***

**On Behalf of:**

**The Government of *[Country]***

**Funded/Administered by**

**International Fund for Agricultural Development (IFAD)**

**for**

**Procurement of Works**

**\*\*\***

***[insert TITLE OF WORKS]***

**\*\*\***

**International Competitive Bidding**

***[Procurement reference number]***

**Issue date:**

**Foreword**

This Standard Bidding Document (“SBD”) for the procurement of large works has been prepared by the International Fund for Agricultural Development (“the Fund” or “IFAD”) for use by project entities when procuring works that are financed in whole or in part by IFAD. This SBD is consistent with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and subsequent amendments (to both documents) as will be introduced by IFAD from time to time.

The general conditions of contract incorporated in this SBD are those of FIDIC -Second Edition of 2017- and are relevant for the procurement of admeasurement (unit price or unit rate) type of construction works. This SBD is not suitable for lump sum contracts without substantial changes to the method of payment and price adjustment, and to the bill of quantities, schedules of activities etc.

This SBD can be used whether or not prequalification has taken place before bidding. The borrower/recipient shall accordingly choose the relevant provisions incorporated in this SBD for each scenario.

**Summary Description**

This standard bidding document for procurement of large works shall be used under international competitive bidding (ICB) for procurement of works estimated at a minimum value of USD 5 million or its equivalent and particularly in projects where environmental, social and climate risks are categorised as high or substantial under the IFAD Social, Environmental and Climate Assessment Procedures (SECAP). A brief description of the contents of this standard bidding document is given below.

**Request for Bids for Procurement of Large Works**

**PART 1 – BIDDING AND SELECTION PROCEDURES**

**Section I Instructions to Bidders (“ITB”)**

This section provides information to help prospective bidders prepare their bids; it also provides information on the submission, opening, and evaluation of bids and on the award of the contract. The text of the clauses in this section shall not be modified.

**Section II Bid Data Sheet (“BDS”)**

This section provides the particular data and requirements for the specific procurement and supplements the information included in Section I. instructions to bidders.

**Section III Bid Examination, Bid Evaluation and Bidder Qualification Criteria**

This section stipulates the requirements and criteria that shall be used by the employer to determine the responsive bid which offers the “best value for money” as well as the qualifications of the bidder to perform the contract in either of the following two alternatives (i) prequalification has taken place (data submitted by the bidder is used for verification that the bidder’s qualification status has not materially changed since the time of pre-qualification) OR (ii) prequalification has not taken place (used for post-qualification of the successful bidder only).

**Section IV Bidding Forms**

This section contains the forms which are to be completed by the bidders and submitted as part of their bids.

**PART 2 – WORKS REQUIREMENTS**

**Section V Works Requirements**

This section contains the description of the works (scope of works) to be procured, the specifications, the drawings and any supplementary information. The works requirements shall also include the environmental and social standards (ESS) requirements that are derived from the project’s overall environmental and social management plan (ESMP) prepared by the borrower/recipient. It shall also include the employer’s requirements with respect to sexual harassment, sexual exploitation and abuse, health and safety on site as well as the code of conduct for contractor’s personnel.

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

**Section VI General Conditions of Contract (“GCC”)**

This section contains the form of contract proposed to be entered into between the employer and contractor. The general conditions of contract that shall be used with this standard bidding document are the FIDIC –Conditions of Contract for Construction, Second Edition, 2017, prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or “FIDIC”). The text of the general conditions of contract clauses shall not be modified.

**Section VII Particular Conditions of Contract (“PCC”)**

This section contains the particular conditions of contract that supplement the GCC and that are to be completed by the employer for each procurement of works. The particular conditions of contract are in four parts: Part A: Contract Data, Part B: Special Provisions and Part C: Environmental and Social Reporting Requirements by the winning contractor in its periodic reports and Part D: Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

**Section VIII Contract Forms**

This section contains the forms for the letter of acceptance, contract agreement, performance security, self-declaration form by contractors and advance payment security.

*[Delete this section when writing the bidding document]*

**Invitation for Bids**

**(If no pre-qualification was conducted)**

*[city, country]*

*[month, day, year]*

Re: *[insert name and ID number of procurement]*

1. The *[name of borrower/recipient]* has received (or in appropriate cases “has applied for”) financing from the International Fund for Agricultural Development (IFAD) *[if there is more than one donor agency, replace with this as appropriate: The name of borrower/recipient” has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (IFAD) and [insert other donor] – the financing of which is being administered by IFAD]* and intends to apply a part of the proceeds of the financing to this procurement. The use of any IFAD financing shall be subject to IFAD’s approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD’s rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with *[name of project]*.
2. The *[name of project]* includes *[provide the best available brief description of the general and specific goals the project, the expected duration, and other information that would be helpful to potential bidders]*.
3. This invitation for bids (IFB) follows the general procurement notice that appeared in *[insert name of newspaper]* newspaper on *[insert date]*, on the IFAD website and on the United Nations Development Business website (UNDB) on *[insert date]*.
4. The employer now invites sealed bids from eligible entities (“bidders”) for the execution and completion of *[insert brief description of the works]*, which are being bid as a unit price contract based on the bill of quantities.[[1]](#footnote-2)
5. This IFB is open to all eligible bidders who wish to participate. Subject to the restrictions stipulated in the bidding document, eligible bidders may associate with other bidders to enhance their capacity to successfully carry out the works.
6. *[add if required]* The works, and the contract/s expected to be awarded, are divided into the following lots: *[insert number and description of lots]*
7. A contractor will be selected using the International Competitive Bidding (ICB) method in accordance with the IFAD Procurement Handbook accessible at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). The ICB process will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
8. Please note that a pre-bid conference *[insert will/will not]* be held as described in the bid data sheet (“BDS”), Section II of the bidding document.
9. Bidders interested in submitting a bid shall purchase the bidding document against payment of a non-refundable fee of *[insert amount and currency]* by sending an e-mail or letter, giving full contact details of the bidder, to the following point of contact. This will ensure that the bidders receive updates regarding this bidding document.

*[authorised official]*

*for [full name of employer]*

*[address]*

*[e-mail address]*

*[fax number]*

1. Bids must be delivered to the address and in the manner specified in the BDS ITB 25.1, no later than *[insert local time and date]*.
2. Bidders should be aware that late bids will not be accepted under any circumstance and will be returned unopened at the written request and cost of the bidder. All bids must be accompanied by a bid security or a bid securing declaration (as required) in the manner and amount specified in the bid data sheet.
3. Please note that electronic bids *[shall/shall not]* be accepted.

Yours sincerely,

*[authorised official]*

*for [full name of purchaser]*

*[address]*

*[e-mail address]*

*[fax number]*

**Invitation for Bids**

**(Subsequent to Pre-Qualification)**

*[City, Country]*

*[Month, Day, Year]*

Re: *[insert name and ID number of procurement]*

1. The *[name of borrower/recipient]* has received (or in appropriate cases “has applied for”) financing from the International Fund for Agricultural Development (IFAD) *[if there is more than one donor agency, replace with this as appropriate: The name of borrower/recipient” has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (IFAD) and [insert other donor] – the financing of which is being administered by IFAD]* and intends to apply a part of the proceeds of the financing to this procurement. The use of any IFAD financing shall be subject to IFAD’s approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD’s rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with *[name of project]*.
2. The employer now invites sealed bids from prequalified bidder for the execution and completion of *[insert brief description of the works]*, which are being bid as a unit price contract based on the bill of quantities.
3. *[add if required]* The works, and the contract/s expected to be awarded, are divided into the following lots: *[insert number and description of lots]* and bidders shall bid only for the lots to which they were previously qualified.
4. A contractor will be selected using the International Competitive Bidding (ICB) method in accordance with the IFAD Procurement Handbook accessible at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). The ICB process will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
5. Please note that a pre-bid conference *[insert will/will not]* be held as described in the bid data sheet (“BDS”), Section II of the bidding document.
6. Bidders interested in submitting a bid shall purchase the bidding document against payment of a non-refundable fee of *[insert amount and currency]* by sending an e-mail or letter, giving full contact details of the bidder, to the following point of contact. This will ensure that the bidders receive updates regarding this bidding document.

*[authorised official]*

*for [full name of employer]*

*[address]*

*[e-mail address]*

*[fax number]*

1. Bids must be delivered to the address and in the manner specified in the BDS ITB 25.1, no later than *[insert local time and date]*.
2. Bidders should be aware that late bids will not be accepted under any circumstance and will be returned unopened at the written request and cost of the bidder. All bids must be accompanied by a bid security or a bid securing declaration (as required) in the manner and amount specified in the Bid Data Sheet.
3. Please note that electronic bids *[shall/shall not]* be accepted.

Yours sincerely,

*[authorised official]*

for *[full name of purchaser]*

*[address]*

*[e-mail address]*

*[fax number]*

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**Bidding and Selection Procedure**

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**Section I. Instruction to Bidders**

|  |  |
| --- | --- |
| 1. General | |
| 1. Scope of bid | * 1. The employer **as identified in the BDS** has issued an Invitation for bids through this bidding document for the procurement of works as specified in Part 2, Works Requirements. The name and identification number of this international competitive bidding process and the number and description of the lot(s), are **specified in the BDS**.   2. The successful bidder shall be expected to complete the works within the construction period duration **specified in the BDS**.   3. Throughout this bidding document the following definitions shall apply:      1. The term “in writing” means communicated in written form and delivered against receipt;      2. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;      3. “Day” means calendar day;      4. “IFAD” or “the Fund” means the International Fund for Agricultural Development;      5. “Contractor’s personnel” is as defined in sub-clause 1.1.17 of the general conditions;      6. “Employer’s personnel” is as defined in sub-clause 1.1.33 of the general conditions;      7. “Bidder” means any eligible entity or person, including any associate of such eligible entity or person that submits a bid;      8. “MSIP” means the Management Strategy and Implementation Plan for Environmental and Social requirements to be submitted by the bidder;      9. “SECAP” means IFAD’s Social, Environmental and Climate Assessment Procedures; and      10. “HSMP” means the Health and Safety Management Plan to be submitted by the bidder. |
| 1. Source of funds | * 1. The borrower or recipient (hereinafter called “borrower”) **specified in the BDS** has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (“the Fund”) under the terms and conditions of a financing agreement entered into between the Fund and the borrower/recipient *[if there is more than one donor agency, replace with this as appropriate: The borrower or recipient (hereinafter called “borrower”)* ***specified in the BDS*** *has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (“the Fund”) and other donor* ***as specified in the BDS*** *– the financing of which is being administered by the Fund]* in various currencies equivalent to the amount **specified in the BDS** towards the cost of the project **named in the BDS**, and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of borrower and upon approval by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement. The general conditions applicable to the financing agreement prohibit a withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. |
| 1. Prohibited practices | * 1. The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD’s Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section VII. Particular Conditions (PC), Part D of this document (EB 2018/125/R.6, hereinafter “IFAD’s Anti-Corruption Policy”).   2. For the purposes of these provisions, and consistent with IFAD’s Anti-Corruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as “prohibited practices”:      1. “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;      2. “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;      3. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;      4. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;      5. “Obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.   3. The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.   4. In accordance with IFAD’s Anti-Corruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.[[2]](#footnote-3) The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.   5. In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.   6. Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected[[3]](#footnote-4) by auditors and/or investigators appointed by the Fund.   7. The bidder is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.   8. The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract. |
| 1. Sexual harassment, sexual exploitation and abuse | * 1. The Fund requires that all beneficiaries of IFAD Funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD’s Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:      1. Sexual harassment means “any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.      2. Sexual exploitation and abuse means “any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse)”.   2. Purchasers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.   3. The bidder or subcontractor or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records. |
| 1. Money laundering and terrorist financing | * 1. The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the purchaser, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD’s Anti-Money Laundering and Countering the Financing of Terrorism Policy. |
| 1. SECAP performance standard | * 1. The resulting contract will be implemented in a manner consistent with IFAD’s Social, Environmental and Climate Assessment Procedures (SECAP), available on <https://www.ifad.org/en/secap>. |
| 1. Eligible bidders and conflict of interest | * 1. This invitation for bids is open to all bidders from eligible source countries. A bidder may be a private firm, a government-owned enterprise subject to ITB 7.10 or any combination of such entities in the form of a joint venture under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.   2. In the case where a bidder is or proposes to be a JV      + - 1. all members shall be jointly and severally liable for the execution of the contract; and          2. the JV shall nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the JV.   3. A bidder shall not have any actual, potential or reasonably perceived conflict of interest. A bidder shall declare in the letter of Bid any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The employer requires that the bidder and the supplier hold the project’s interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a bidder or supplier, including all parties constituting the bidder or supplier and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:      1. Have, may have or might reasonably appear to have at least one controlling partner in common with one or more other parties in the process contemplated by this bidding document or the execution of the contract; or      2. Have, may have or might reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract; or      3. Have, may have or might reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the purchaser regarding the selection process for this procurement or during the execution of the contract; or      4. Participate, may participate or might reasonably appear to participate in more than one bid in this process; participation by a bidder in more than one bid shall result in the disqualification of all bids in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one bid; or are themselves, may be or might reasonably appear to be, or      5. Have, may have or might reasonably appear to have a business or family relationship with, a member of the purchaser’s board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming from this relationship has been explicitly authorized by the Fund.   4. A bidder that has been engaged by the employer to provide goods, works or non-consulting services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a bidder hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.   5. A bidder and the supplier shall have an obligation to disclose any situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the purchaser. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the bidder, the termination of the contract and any other as appropriate under the IFAD Revised Policy on Preventing Fraud and Corruption in its Projects and Operations.   6. A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 3 above or under suspension from bidding by the employer as a result of the enforcement of a bid securing declaration. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.   7. A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB clause 7 will nonetheless be excluded if:  1. As a matter of law or official regulation, the government prohibits commercial relations with the country of the bidder or supplier (including any associates, subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or 2. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the government prohibits the issuance of a payment.    1. This bidding is open only to prequalified bidders unless otherwise **specified in the BDS**.    2. Bidders shall provide such evidence of their continued eligibility in a manner satisfactory to the employer, as the employer shall reasonably request.    3. 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 IFAD’s satisfaction, through all relevant documents, including its charter and other information IFAD 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. Eligible materials, equipment and services | * 1. The materials, equipment and services to be supplied under the contract and financed by IFAD may have their origin in any country and must be supplied by an eligible provider. At the employer’s request, bidders will be required to provide evidence of the origin of materials, equipment and services.   2. For purposes of ITB clause 8.1, “origin” means the place where the materials and equipment are mined, grown, cultivated, produced, manufactured or processed, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components.   3. The origin of materials, equipment and services is distinct from the nationality of the bidder. |
| 1. Contents of Bidding Document | |
| 1. Sections of bidding document | * 1. This Bidding Document consists of parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITB clause 11.   **Part 1 – Bidding and Selection Procedures**  Section I. Instructions to Bidders  Section II. Bid Data Sheet  Section III. Bid Examination, Bid Evaluation and Bidder Qualification Criteria  Section IV. Bidding Forms  **Part 2 – Works Requirements**  Section V:   * + - * 1. Scope of Works         2. Technical Specifications         3. Environmental and Social (ES) Requirements         4. Contractor’s Representative and Key Personnel         5. Drawings         6. Supplementary Information   Environmental and social and other Requirements  **Part 3 – Contract Conditions and Contract Forms**  Section VI. General Conditions of Contract  Section VII. Particular Conditions (PC)  Section VIII. Contract Forms   * 1. The invitation for bids issued by the employer is not part of the bidding document.   2. The employer is not responsible for the completeness of this bidding document and its addenda if they were not obtained directly from the source stated by the employer in the Invitation for bids.   3. The bidder is expected to examine all instructions, forms, terms, and works requirements in this bidding document. Failure to furnish all information or documentation required by this bidding document may result in the rejection of the bid. |
| 1. Clarification of bidding document, site visit, pre-bid meeting | * 1. A prospective bidder requiring any clarification of this bidding document shall contact the employer in writing, by email or fax at the employer’s address **indicated in the BDS**. The employer will respond to any request for clarification, provided that such a request is received no later than the number of days **indicated in the BDS** prior to the deadline for submission of bids. The employer shall send written copies of the responses, including a description of the inquiry but without identifying its source, to bidders who have registered or obtained the bidding document directly from the employer by the date **specified in the BDS**. The employer will also post a copy of the responses and inquiry descriptions to the employer’s website **indicated in the BDS**. Should the clarification result in changes to the essential elements of this bidding document, the employer shall amend this bidding document following the procedure under ITB clause 11.   2. The bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the bidder’s own expense.   3. The bidder and any of its personnel or agents will be granted permission by the employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.   4. The bidder’s designated representative is invited to attend a pre-bid conference, **if** **provided for in the BDS**. The purpose of the conference will be to clarify the issues and to answer questions on any matter that may be raised at that stage.   5. Minutes of the pre-bid conference, including identifying the source of comments/questions/clarifications, shall be transmitted in writing to all bidders who have purchased the bidding document directly from the employer. Any modification to this 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 following the procedure under ITB clause 11 and not through the minutes of the pre-bid conference. |
| 1. Amendment of bidding document | * 1. At any time prior to the deadline for submission of bids, the employer may amend this bidding document by issuing addenda.   2. All addenda issued shall be part of this bidding document and shall be communicated in writing to all bidders that have registered or obtained the bidding document directly from the employer.   3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the employer may extend prior to its expiration, the deadline for the submission of bids at its sole discretion. |
| 1. Preparation of Bids | |
| 1. Cost of bidding | * 1. The bidder shall bear all costs associated with the preparation and submission of its bid and contract finalization, and the employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 1. Language of bid | * 1. The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the bid, such translation shall govern. |
| 1. Documents comprising the bid | * 1. The bid submitted by the bidder shall comprise the following:      1. Letter of bid and appendix to bid in accordance with ITB 15;      2. Completed schedules as required in section IV, including priced bill of quantities in accordance with ITB 15 and 16;      3. Bid security or bid-securing declaration, in accordance with ITB clause 22;      4. Alternative bids, if permissible, in accordance with ITB 16;      5. Written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB clause 23.1;      6. Documentary evidence in accordance with ITB 20 establishing the bidder’s continued qualified status or, if post-qualification applies, as specified in accordance with ITB 7.8, the bidder’s qualifications to perform the contract if its bid is accepted;      7. Technical proposal in accordance with ITB 19.1; and      8. Any other document as **specified in the BDS**.   2. In addition to the requirements under ITB 14.1, 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.   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 bidding document or its bid or to contract execution if the bidder is awarded the contract.   4. The bidder shall furnish in the letter of bid the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the employer (contract data 21.1) and by the bidder (letter of bid) shall be subject to IFAD’s no-objection. |
| 1. Letter of bid and schedules | * 1. The letter of bid and schedules, including the bills of quantities, shall be prepared using the relevant forms furnished in Section IV - Bidding Forms. These forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 1. Alternative bids | * 1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.   2. When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.   3. Except as provided under ITB 16.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first price the employer’s design as described in the bidding documents and shall further provide all information necessary for a complete evaluation of the alternative by the employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the employer.   4. When **specified in the BDS**, bidders are permitted to submit alternative technical solutions for specified parts of the works, and such parts will be **identified in the BDS**, then the method for their evaluation will be stipulated in Section III, Bid Examination, Bid Evaluation and Bidder Qualification Criteria based on potential alternatives described in Section V, Works Requirements. |
| 1. Bid prices and discounts | * 1. The prices and discounts quoted by the bidder in the letter of bid and in the bill of quantities shall conform to the requirements **set in the BDS** and as specified below.   2. 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, and shall be deemed covered by the rates for other items and prices in the bill of quantities. An item not listed in the priced bill of quantities shall be assumed to be not included in the bid, and provided that the bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.   3. The price to be quoted in the letter of bid, in accordance with ITB 15.1, shall be the total price of the bid, excluding any discounts offered.   4. The bidder shall quote any unconditional discounts and the methodology for their application in the letter of bid, in accordance with ITB 15.1.   5. Unless otherwise **specified in the BDS** and the contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of the conditions of contract. In such a case, the bidder shall furnish the indices and weightings for the price adjustment formula in the schedule of adjustment data and the employer may require the bidder to justify its proposed indices and weightings.   6. If so **specified in the BDS** 1.1, bids are being invited for individual lots or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one lot shall specify in their bid the price reductions applicable to each package, or, alternatively, to individual lots within the package. Price reductions or discounts shall be submitted in accordance with ITB 17.4, provided the bids for all lots are submitted and opened at the same time.   7. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder. |
| 1. Currencies of bid and payment | * 1. The currency(ies) of the bid and payments by the employer shall be as **specified in the BDS**.   2. Bidders may be required by the employer to justify, to the employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the schedule of adjustment data in the appendix to bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by bidders. |
| 1. Documents comprising the technical proposal | * 1. The bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Forms, in sufficient detail to demonstrate the adequacy of the bidder’s proposal to meet the work requirements and the completion time.   2. The bidder shall include in its technical proposal its Management Strategy and Implementation Plan (MSIP) which shall indicate its conformance ESS requirements and Health and Safety Management Plans (HSMP). |
| 1. Documents establishing the qualifications of the bidder | * 1. In accordance with Section III, Bid Examination, Bid Evaluation and Bidder Qualification Criteria, to establish that the bidder’s qualifications meets or continues to meet (as applicable in case prequalification was or was not undertaken) the qualification requirements established in this section, the bidder shall provide all information, requested in the corresponding information sheets and forms included in Section IV, Bidding Forms. |
| 1. Period of validity of bids | * 1. Bids shall remain valid for the period **specified in the BDS** or any extended date if so amended by the employer in accordance with ITB 11. A bid valid for a shorter period shall be rejected by the employer as non-responsive.   2. In exceptional circumstances, prior to the expiration of the bid validity period, the employer may request bidders to extend the period of validity of their bids. The request and the bidder’s responses shall be made in writing. If required, the bid security shall also be extended for a period of twenty-eight (28) days beyond the deadline of the extended bid validity period. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 21.3.   3. If the award is delayed by a period exceeding sixty (60 days) beyond the expiry of the initial bid validity, the following conditions shall apply:  1. Unit rates quoted by bidders in their priced bill of quantities shall be adjusted by the factor **specified in the BDS**; and 2. Bid evaluation shall be based on the bid price without taking into consideration any adjustment applied pursuant to paragraph (a) above. |
| 1. Bid security | * 1. The bidder shall submit as part of its bid, either the original of a bid security or a bid-securing declaration, as **specified in the BDS**. In the case of a bid security, it shall be in the amount and currencies **specified in the BDS** and shall:      1. at the bidder’s option, be in the form of either irrevocable letters of credit, a bond or a bank guarantee substantially in the format of form of bid security (bank guarantee) included in Section IV. Bidding Forms;      2. be issued by a reputable institution selected by the bidder and located in any eligible country (as determined in accordance with ITB 7);      3. be payable promptly upon written demand by the employer in case the conditions listed in ITB clause 22.3 are invoked;      4. be submitted in its original form; copies will not be accepted;      5. remain valid for a period of twenty-eight (28) days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB clause 21.2.   2. If a bid security is specified pursuant to ITB 22.1, the bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder’s signing the contract and furnishing the performance security and if **required in the BDS** 47.1, the Environmental and Social (ES) Performance Security pursuant to ITB 47.2.   3. Any bid not accompanied by a substantially responsive bid security (if required) in accordance with ITB clause 22.1, shall be rejected by the employer as nonresponsive. The bid security may be forfeited:      1. If a bidder withdraws its bid during the period of bid validity specified by the bidder in the letter of bid or any extended date provided by the bidder; or      2. If a bidder does not accept the correction of its bid price pursuant to ITB clause 34; or      3. If the successful bidder fails within the specified time to: * furnish the required performance security in accordance with GCC clause 4.2 as described in ITB clause 47; or * sign the contract in accordance with ITB clause 46.   1. The bid security or the bid securing declaration of a joint venture must be in the name of the joint venture that submits the bid. If the joint venture has not been legally constituted at the time of bidding, the bid security or the bid securing declaration shall be in the names of all future partners, or in the name of the designated representative (partner in charge or lead member) as named in the letter of intent or similar document in connection with the formation of the joint venture.   2. A bid-securing declaration shall use the form included in Section IV, Bidding Forms. |
| 1. Format and signing of bid | * 1. A bidder shall prepare one (1) original set of the documents comprising the bid pursuant to ITB clause 14 and clearly mark it “original.” The original 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 person or persons signing the bid shall initial all pages of the bid where entries and amendments have been made.   2. In addition, the bidder shall prepare copies of the bid (photocopies of the signed original are acceptable), in the number **specified in the BDS** and clearly mark them “copy”. In the event of discrepancy between the original and the copies, the original shall prevail.   3. The bid shall contain no alterations or additions, except those made to comply with the instructions issued by the employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid. |
| 1. Submission and Opening of Bids | |
| 1. Sealing and marking of bids | * 1. The bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 16, in separate sealed envelopes, duly marking the envelopes as “original”, “alternative” and “copy”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.   2. The inner and outer envelopes shall:  1. bear the name and address of the bidder; 2. be addressed to the employer in accordance with ITB 25.1; 3. bear the specific identification of this bidding process **specified in the BDS** 1.1; 4. bear a warning “not to be opened before the time and date for bid opening”; and 5. be marked “bid submission” or “bid inside”.    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. |
| 1. Deadline for submission of bids | * 1. Bids must be received by the employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.   2. The employer may, at its discretion, extend the deadline for the submission of bids by issuing an amendment in accordance with ITB clause 11, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline shall then be subject to the deadline as extended. |
| 1. Late bids | * 1. The employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB clause 25. Any bid received by the employer after the deadline for submission of bids shall be declared late, rejected and returned unopened at the request and cost of the bidder. In cases where the bidder fails to request the return of a late bid, the bid will be kept unopened in a safe place. |
| 1. Withdrawal, substitution, and modification of bid | * 1. A bidder may withdraw, substitute, or modify its bid prior to the deadline for the submission of bids by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization of the person signing in accordance with ITB clause 23.1 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:      1. submitted in accordance with ITB clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “withdrawal”, “substitution”, or “modification”, and      2. received by the employer prior to the deadline prescribed for submission of bids, in accordance with ITB clause 25.   2. Bids requested to be withdrawn in accordance with this ITB clause shall be returned unopened to the bidders, at the request and cost of the bidders.   3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the letter of bid or any extension thereof. |
| 1. Bid opening | * 1. The employer shall open and read out the bids in accordance with ITB 28.3 in the presence of bidders’ representatives as well as anyone who chooses to attend at the time and in the place **specified in the BDS**. Any specific opening procedures required if electronic bidding is permitted **in accordance with BDS** 25.1, shall be **as specified in the BDS**.   2. First, envelopes marked “withdrawal” shall be opened and read out, while bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 27 shall not be opened and shall be returned unopened 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. 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 unopened 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. Envelopes marked “modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.   3. All other envelopes shall be opened one at a time, reading out: the bidders’ names, the bid prices, the total amount of each bid and of any alternative bid (if **requested or permitted in BDS** 16.1), any discounts, substitutions, or modifications, the presence or absence of bid security and such other details as the employer may consider appropriate. No bid shall be rejected at bid opening except for the late bids pursuant to ITB clause 26. Substitutions and modifications submitted pursuant to ITB clause 27 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned unopened to the bidder.   4. The employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the bidder and whether there is a withdrawal, substitution, or modification; the bid price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The bidders’ representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders, and shall be posted on the employer’s website. |
| 1. Evaluation and Comparison of Bids | |
| 1. Confidentiality | * 1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of the contract shall not be disclosed to the bidders or any other persons not officially concerned with such process until the intention to award to the successful bidder has been announced pursuant to ITB clause 43.   2. Any attempt or effort by a bidder to influence the employer in the evaluation of bids or contract award decisions may subject the bidder to the provisions of the government’s, the employer’s, and the IFAD’s Anti-Corruption Policy and the application of other sanctions and remedies to the extent applicable.   3. Notwithstanding the above, from the time of bid opening to the time of contract award, if any bidder wishes to contact the employer on any matter related to the bidding process, it shall do so in writing. |
| 1. Clarifications of bids | * 1. To assist in the examination, evaluation, and comparison of bids, 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 bidder’s 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 employer in the evaluation of the bids in accordance with ITB clause 34. |
| 1. Deviations, reservations, and omissions | * 1. During the evaluation of bids, the following definitions apply: * “Deviation” is a departure from the requirements specified in the bidding documents; * “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and * “Omission” is the failure to submit part or all of the information or documentation required in the bidding documents. |
| 1. Determination of responsiveness | * 1. The employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB14.   2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  1. if accepted, would:    1. affect in any substantial way the scope, quality, or performance of the works specified in the contract; or    2. limit in any substantial way, inconsistent with this bidding document, the employer’s rights or the bidder’s obligations under the proposed contract; or 2. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.    1. The employer shall examine the technical aspects of the bid submitted in accordance with ITB 19, technical proposal, in particular, to confirm that all requirements of Section V, Works Requirements have been met without any material deviation, reservation or omission.    2. 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. |
| 1. Non-material nonconformities | * 1. Provided that a bid is substantially responsive, the employer may waive any nonconformities in the bid.   2. Provided that a bid is substantially responsive, the employer may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission 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.   3. Provided that a bid is substantially responsive, the employer shall rectify quantifiable nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The average price of the item quoted by substantially responsive bidders will be added to the bid price and equivalent total cost of the bid so determined will be used for price comparison purposes only. |
| 1. Correction of arithmetic errors | * 1. Provided that the bid is substantially responsive, the employer shall correct arithmetical errors on the following basis:      1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total as quoted shall govern and the unit price shall be corrected;      2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and      3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.   2. Bidders shall be requested to accept the correction of arithmetic errors. Failure to accept the correction in accordance with ITB 34.1 shall result in rejection of the bid and forfeiture of the bid security in accordance with ITB clause 22.3(b) or alternatively the bid securing declaration is enforced by the employer. |
| 1. Conversion to single currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted into a single currency as **specified in the BDS**. |
| 1. Domestic preference | * 1. Unless otherwise **specified in the BDS**, a margin of preference for domestic bidders[[4]](#footnote-5) shall not apply. |
| 1. Subcontractors | * 1. Unless otherwise **stated in the BDS**, the employer does not intend to execute any specific elements of the works by sub-contractors selected in advance by the employer.   2. In case of prequalification, the bidder’s bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the employer.   3. In case of postqualification, the employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the employer, the specialized sub-contractor’s experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.   4. 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. |
| 1. Bid examination and bid evaluation | * 1. The employer shall use the criteria and methodologies listed in this clause, as supplemented by the provisions of the BDS and Section III, Bid Examination, Bid Evaluation and Bidder Qualification Criteria in order to determine the bid that offers the best value for money. No other evaluation criteria or methodologies shall be permitted.   2. To evaluate a bid, the employer shall consider the following:      1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including dayworks’ items, where priced competitively;      2. price adjustment for correction of arithmetic errors in accordance with ITB 34.1;      3. price adjustment due to discounts offered in accordance with ITB 17.4;      4. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35;      5. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3;      6. apply the prescribed margin for domestic preference if so **specified in the BDS** 36.1;      7. the additional evaluation factors are specified in Section III, Bid Examination, Bid Evaluation and Bidder Qualification Criteria.   3. If so **indicated in the BDS** and/or Section III, employer’s price (financial) evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with ITB clause 17. These factors may be related to the characteristics, performance, and terms and conditions of the procurement of the works. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III. Bid Examination, Bid Evaluation and Bidder Qualification Criteria.   4. If so **indicated in the BDS**, the bidding document shall allow bidders to quote separate prices for one or more lots, and shall allow the employer to award one or multiple lots to more than one bidder. The methodology of evaluation to determine the lot combinations that provides the best value for money is specified in Section III.   5. 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.   6. If the bid, which results in the best value for money, is seriously unbalanced or front loaded in the opinion of the employer, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the construction methods and implementation schedule proposed. After evaluation of the price analysis, 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. |
| 1. Comparisons of bids | * 1. The employer shall compare all substantially responsive bids to determine the bid that provides the best value for money, in accordance with ITB clause 38. |
| 1. Post-qualifications of the winning bidder | * 1. The employer shall determine to its satisfaction whether the bidder that is selected as having submitted the bid that provides the best value for money and is considered to be substantially responsive to this bidding document either continues to meet (if prequalification applies) or meets (if postqualification applies) the qualifying criteria specified in Section III, Bid Examination, Bid Evaluation and Bidder Qualification Criteria.   2. The determination shall be based upon an examination of the documentary evidence of a bidder’s qualifications submitted by a bidder and the qualification criteria indicated in Section III.   3. An affirmative determination shall be a prerequisite for award of the contract to a bidder. A negative determination shall result in disqualification of the bid, in which event the employer shall proceed to the next bid best evaluated bid to make a similar determination of that bidder’s capabilities to perform satisfactorily. |
| 1. Employer’s right to accept any bid, and to reject any or all bids | * 1. The employer reserves the right to accept or reject any bid, and to 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. |
| 1. Award of Contract | |
| 1. Best value for money criteria | * 1. Subject to ITB clause 38, the employer shall award the contract to the bidder whose bid provides the best value for money and is considered substantially responsive to this bidding document, provided that the bidder is determined to be qualified to perform the contract satisfactorily. |
| 1. Notice of intent to award | * 1. Prior to the expiration of the period of bid validity, the employer shall send the notice of intent to award to the successful bidder. The notice of intent to award shall include a statement that the employer shall issue a formal notification of award and draft contract agreement after expiration of the period for filing bid protests by the unsuccessful bidders and the resolution of any such bid protests. Delivery of the notice of intent to award shall not constitute the formation of a contract between the employer and the successful bidder and no legal or equitable rights will be created through the delivery of the notice of intent to award.   2. At the same time as it issues the notice of intent to award, the employer shall also notify, in writing, all other bidders of the results of the bidding process. The employer shall promptly respond in writing to any unsuccessful bidder who, after receiving notification of the bidding results, makes a written request for a debriefing, or submits a formal protest as provided in the IFAD Procurement Handbook. |
| 1. Bid protest | * 1. Bidders may protest the results of a procurement only according to the rules established in the module M of the IFAD Procurement Handbook. |
| 1. Notification of award (letter of acceptance) | * 1. Upon expiration of the period for timely filing and the resolution of any bid protests (and appeals, as applicable) that are submitted, the employer shall send the notification of award to the successful bidder. This notification in the form of 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”). The notification of award along with its written acceptance, shall constitute a binding contract between parties when its acceptance is acknowledged by the employer until a formal contract is prepared and executed. |
| 1. Signing of contract | * 1. Promptly upon notification, the employer shall send the successful bidder the contract agreement.   2. Within twenty-eight (28) days of receipt of the contract agreement, the successful bidder shall sign, date, and return it to the employer |
| 1. Performance security | * 1. Within twenty-eight (28) days of the receipt of the notification of award from the employer, the successful bidder shall furnish the performance security and, if **required in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Particular Conditions (PC) using for that purpose the performance security and ES performance security forms included in Section VIII, Contract Forms, or another form acceptable to the employer. If the performance security furnished by the successful bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to the employer. A foreign institution providing a bond shall have a correspondent financial institution located in the employer’s country.   2. Failure of the successful bidder to submit the above-mentioned performance security and, if **required in the BDS**, the Environmental and Social (ES) Performance Security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the employer may award the contract to the next best evaluated bidder whose offer is substantially responsive and is determined by the employer to be qualified to perform the contract satisfactorily. |
| 1. Publication of contract award and return of bid securities | * 1. Upon receipt of the signed contract agreement and the valid performance security/ies, the employer shall return the bid securities of unsuccessful bidders and shall publish in UNDB online, and on the IFAD’s website, the results identifying the bid and the following information:      1. the name of the winning bidder;      2. the price of the winning bid and the price of the contract award if different; and      3. the duration and the summary scope of the contract awarded. |

Section II. Bid Data Sheet

|  |  |
| --- | --- |
| 1. **General** | |
| **ITB 1.1** | The “employer” is: *[insert full legal name of the employer]*.  The name and identification number of the proposed contract is:  *[insert name and identification number]*  The number and description of the lot(s) is:  *[insert number and description]* |
| **ITB 1.2** | Expected duration for construction of the works is: *[insert period in months]* |
| **ITB 2.1** | The borrower/recipient is: *[insert name of the borrower/recipient and statement of relationship with the employer, if different from the borrower/recipient. This insertion should correspond to the information provided in the invitation for bids]*  Other donor than IFAD: *[insert name of other donor in case applicable otherwise state: “N/A”]*  Total amount of financing *[insert amount and currency]*  The name of the project is: *[insert name of the project]* |
| **ITB 7.8** | *[if no prequalification took place, insert “this invitation for bids is open to all bidders from eligible source countries, subject to ITB clause 7” or, if no prequalification took place, state “N/A”]* |
| 1. **Contents of Bidding Document** | |
| **ITB 10.1** | Clarifications may be requested by e-mail not later than *[insert number]* days before the deadline for submission of bids, so that responses can be issued to all bidders not later than *[insert number]* days prior to the deadline for submission of bids.  The address for requesting clarifications is:  *[full legal name of the employer]*  Att.: the responsible procurement officer  Address: *[insert mailing address]*  Email: *[insert email address]*  Employer’s website address: *[insert website address]* |
| **ITB 10.4** | A pre-bid conference will not be held  OR  A pre-bid conference will be held at *[insert time]* (local time) on *[insert date and location or remotely through weblink]*. *[Delete whichever is not appropriate]*  Attendance is *[mandatory]* or *[strongly recommended for all prospective bidders or their representatives].* |
| **ITB 13.1** | The bid shall be written in English. |
| 1. **Preparation for Bids** | |
| **ITB 14.1(h)** | A bidder shall submit with its bid the following additional documents which will comprise a part of the bid:  *[insert list of additional documents like Environmental and Social Management Strategy and Implementation Plan (MSIP) and HSMP required to be submitted by the bidder in its bid (technical proposal)]*  OR  *[Insert “Not applicable”]*  *[delete whichever is not appropriate]* |
| **ITB 16.1, 16.2, and 16.4** | Alternative bids *[shall/shall not]* be considered.  Alternative times for completion *[shall/shall not]* be considered.  Alternative technical solutions are allowed only for the following parts of the works:  *[insert the parts of the works where alternatives are permitted by the employer]* |
| **ITB 17.1** | Discounts *[insert shall or shall not]* be considered.  If discounts are permitted, the evaluation method is specified in Section III, Bid Examination, Bid Evaluation and Bidder Qualification Criteria. |
| **ITB 17.5** | The prices quoted by the bidder *[insert shall or shall not]* be subject to adjustment |
| **ITB 18.1** | The currency(ies) of the bid and the payment currency(ies) shall be in accordance with alternative *[insert A or B]* as described below:  **Alternative A (Bidders to quote entirely in local currency):**   1. The unit rates and the prices shall be quoted by the bidder in the bill of quantities, entirely in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the name of the currency of the employer’s country, and further referred to as “the local currency”. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the bid price (excluding provisional sums) needed by the bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies. 2. The rates of exchange to be used by the bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the bidder in the Appendix to Bid - table C, and shall apply for all payments under the contract so that no exchange risk will be borne by the successful bidder.   **Alternative B (Bidders allowed to quote in local and foreign currencies):**   1. The unit rates and prices shall be quoted by the bidder in the bill of quantities separately in the following currencies:    1. For those inputs to the works that the bidder expects to supply from within the employer’s country, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the name of the currency of the employer’s country, and further referred to as “the local currency”; and    2. For those inputs to the works that the bidder expects to supply from outside the employer’s country (referred to as “the foreign currency requirements”), in up to any three foreign currencies. |
| **ITB 21.1** | The bid validity period is *[insert number of days]*. |
| **ITB 21.3(a)** | If the award is delayed by a period exceeding sixty (60 days) beyond the expiry of the initial bid validity, unit rates quoted by bidders in their priced bill of quantities shall be adjusted by the factor *[insert factor]* |
| **ITB 22.1** | *[If a bid security shall be required, a bid-securing declaration shall not be required, and vice versa.]*  A bid-securing declaration *[is/is not]* required to be submitted with a bid.  A bid security *[is/is not]* required to be submitted with a bid.  *[If a bid security is required use the clause below. For lots, insert amount for each lot]*  The bid security shall be in the amount of *[insert amount and currency, or state “not applicable”].* |
| **ITB 23.1** | The written confirmation of authorization to sign on behalf of and bind the bidder shall consist of: *[insert details]*. |
| **ITB 23.2** | The number of copies of the bid submitted shall be *[insert number].* |
| 1. **Submission and Opening of Bids** | |
| **ITB 25.1** | Bids *[may/may not]* be submitted electronically. |
| **ITB 25.1** | *[Include the following only if bids are allowed to be submitted electronically, otherwise delete]*  Bidders have the option of submitting their bids electronically.  *[Provide details of electronic bid submission]*  Any bid submitted electronically must be received at this address before the deadline for submission of bids specified in ITB sub-clause 25.1.  Bidders are advised that the employer is not responsible for any delays or defects in the receipt or download of any bid submitted electronically. |
| **ITB 25.1** | For hard copy submission of bids only, The employer’s address is:  *[insert full legal name of the employer]*  Att.: *[insert title of responsible official]*  Address: *[insert address]* |
| **ITB 25.1** | The deadline for submission of bids is as follows:  *[insert date and time]* (local time) |
| 1. **Evaluation and Comparison of Bids** | |
| **ITB 28.1** | For bid opening purposes only, the employer’s address is:  *[insert building number, street, floor and room number where the employer will open the bids]*    *[include the following only if bids are allowed to be submitted electronically, otherwise delete]*  For bids submitted electronically in accordance with ITB clause 25.1, the bid opening procedures shall be:  *[insert description of the procedures]* |
| **ITB 35.1** | The currency that shall be used for bid evaluation and comparison is: *[insert conversion currency here]*.  The basis for conversion shall be: *[specify the source for the exchange rate, such as the central bank rate, a published rate that is widely available, etc.]* |
| **ITB 36.1** | Domestic preference *[insert “shall” or “shall not”]* apply.  If domestic preference applies, the application methodology shall be defined in Section III – Bid Examination, Bid Evaluation and Bidder Qualification Criteria. |
| **ITB 37.1** | The employer: *[“intends” or “does not intend” to have pre-selected contractors for the following parts of the works]*:  List the parts (in case it is applicable): |
| **ITB 37.4** | The maximum allowable percentage for subcontracting is: *[insert the “percentage” or insert “shall not apply”]* |
| **ITB 38.3** | *[If other factors other than the bid price will be used in evaluation, insert the following text and insert the applicable evaluation criteria from the list below. Otherwise, insert “not applicable”]*   1. Time for completion *[“x” amount will be charged to the bid price for every week of completion beyond the earliest completion date required by the employer but within the permissible maximum duration for completion]*. 2. Cost to the employer of any admissible early payment requests by the bidder in its bid (e.g. faster interim payments or a higher advance payment) 3. Domestic preference 4. Quality of the technical proposal and MSIP and HSMP   Criterion (d) above, if used, shall not be given more than 10% weight in bid evaluation with 90% given to the bid price as adjusted via (a), (b) and (c) above. |
| **ITB 38.4** | Bidders shall quote separate prices for the following lots:  *[insert details]*  or  *[insert “not applicable”]*  The employer shall award the combination of lots by different bidders that will result in the best value for money for the employer. |
| 1. **Award of Contract** | |
| **ITB 47.1** | In addition to the performance security, the employer also requires the successful bidder to present an Environmental and Social (ES) Performance Security. The cumulative value of both performance securities shall not exceed *[insert percentage of the contract price, typically 10% with 3 % for the Environmental and Social (ES) Performance Security]*. |

Section III. Bid Examination, Bid Evaluation and Bidder Qualification Criteria

**(If Prequalification was already undertaken)**

*[This section may be modified by the employer to meet the needs for a particular procurement.]*

This section contains all the criteria that the employer shall use to examine and evaluate bids, qualify bidders and select the winning bid. In accordance with ITB 38, no other factors, methods or criteria shall be used. The bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms. This review shall be based on the information provided by the bidder in these forms with the employer’s right to verify the data presented by the bidder including by contacting the bidder’s references and other sources in order to verify records of past performance and other qualifications and representations in its bid.

The employer shall undertake the following steps in bid examination and bid evaluation:

A. Preliminary Examination. This examination is conducted to determine whether the bid is complete, all required documents are included and all forms are included and are completed. The bidder may be requested to submit additional information or documentation within a reasonable period of time and/or to correct nonmaterial nonconformities in the bid related to documentation requirements. Determinations made during this examination include:

* Determine if the bid is sealed and signed as per the requirements of ITB 23 and ITB 24;
* Determine if the bid security (or bid-securing declaration) is in the correct format, validity and amount and its original is enclosed within the bidder’s bid;
* Determine eligibility of bidder; and
* Determine if all required forms are included and completed.

B. Responsiveness Determination. This review will be conducted to determine if the bid is substantially responsive as explained in ITB 32 and 33. A substantially responsive bid is one that meets the technical specifications and other requirements of the bidding document without 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 be subsequently made responsive by correction of the material deviation, reservation, or omission. However, the employer may request any bidder to clarify its bid according to the procedures set out in ITB 30.

The Responsiveness Determination also includes:

Review of the Documents Comprising Technical Offer. The bidder shall furnish a technical offer including a statement of work methods, equipment, personnel, implementation schedule, and other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the bidder’s bid to meet the works’ requirements and the completion time.

Review of the bidder’s technical offer will include an assessment of the bidder’s technical methods and its approach to mobilize key equipment and personnel for the contract consistent with the requirements stipulated in Part 2, Works Requirements. The review of the technical offer will also include an assessment of the bidder’s personnel, method and approach to satisfy the required environmental and social standards as reflected in the bidder’s MSIP (Management Strategy and Implementation Plan) as well as the bidder’s Health and Safety Management Plan (HSMP) in compliance with the works’ requirements - Part 2.

The employer shall assign the following technical merit points against the quality of the bidder’s technical proposal *[Insert a weight between 0-10 %]*. *[If the bid evaluation is only based on comparison of the evaluated prices of the bids, then delete this paragraph and no merit points shall be given to the technical evaluation. It will be done on pass/fail basis.]*

C. Financial Bid Evaluation: The evaluation is conducted to determine the evaluated bid price of each bid. Only price and price-related criteria are considered here. The evaluation criteria to determine the winning bid shall be the bid offering the best value for money, among the responsive bids submitted by qualified bidders.

The “evaluated bid price” shall be the bid price adjusted in accordance with in ITB clause 38 including the application of the domestic preference, if so specified in the BDS. Typical price evaluation criteria that may be used are as follows: *[Select appropriate options from the below]*

**Alternative Completion Times**, if permitted under ITB 16.2, will be evaluated as follows:

………………………………………………………………………….

**Technical alternatives**, if permitted under ITB 16.4, will be evaluated as follows:

………………………………………………………………………….

**Payment Deviations** (against faster processing of payments by the employer to the Contractor or against a higher advance payment, if acceptable to the employer) will be evaluated as follows:

Insert percentage interest rate to be charged to the bidder’s bid price against early payment requirements: ……………………………………………………

**In the case of Multiple Contracts/Lots**, if permitted under ITB 38.4, bids will be evaluated as follows:

Award Criteria for Multiple Contracts *[as per ITB 38.4, please choose one paragraph from the below and delete the other]*:

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 overall lowest evaluated cost to the employer for combined lots, subject to the selected bidder(s) meeting the required qualification criteria for the lot or combination of lots as the case may be for which they were prequalified.

Packages

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

D. Domestic Preference: A margin of preference of 7.5% (seven and one-half percent) may be granted to domestic contractors, if so stipulated in the BDS. It will be applied in favour of the domestic bidders whose status is already established at the time of prequalification as eligible for such domestic preference. The application of the domestic preference shall be in accordance with, and subject to, the following provisions:

1. Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by IFAD, a particular contractor or group of contractors qualifies for a domestic preference.
2. After bids have been received and reviewed by the borrower, responsive bids shall be classified into the following groups:
3. Group A: bids offered by domestic contractors eligible for the preference.
4. Group B: bids offered by other contractors.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from group A is the lowest, it shall be selected for the award. If a bid from group B is the lowest, as a second evaluation step, all bids from group B shall then be further compared with the lowest evaluated bid from group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) **of the respective bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of dayworks**, if any, shall be added to the evaluated price offered in each bid from Group B. After the above adjustments and corrections are made, the employer will convert the evaluated bid price to a single currency in accordance with ITB 35.

*[Depending on the bid evaluation method stipulated in the BDS, choose one of the following sentences:]*

*[Lowest cost evaluation:]* If the bid from group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from group B based on the first evaluation step shall be selected.

*[Merit Point System:]* After addition of 7.5% of the offered bid price to the respective foreign bidder’s bid price, the financial score of each bidder shall be calculated with the bidder offering the lowest cost receiving the full FS and all others will receive inversely proportional FS.

In case the technical proposal of the bidder is evaluated on pass/fail (responsive/non-responsive basis) then the bidder with the lowest evaluated cost based on above-mentioned price criteria shall be the one offering the best value for money and is to be recommended for award, subject to post-qualification.

If technical merit points are attached to the quality of the bidder’s technical proposal then the bid with the best value for money shall be the one that scores the highest combined technical and price merit points (typically minimum of 90 points for bid price and a maximum of 10 points for the quality of the contents of the technical proposal).

**A. Post-Qualification**

This process will be conducted to determine if the bidder satisfies the post-qualification requirements as listed in ITB 40 and the requirements below:

The bidder shall continue to meet the criteria used at the time of prequalification. In case of multiple lots the bidder must bid for the same number of lots for which it was prequalified.

1. Specialized Subcontractors

Only the specialized subcontractors as approved by the employer in ITB 37will be considered. The specialized subcontractor shall continue to meet the criteria used at the time of prequalification. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the bidder for purposes of qualification of the bidder.

1. Financial Resources

Using the forms FIN-3.1, FIN-3.2, FIN-3.3 and FIN-3.4 of Section IV, Bidding Forms, the bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

1. the following cash-flow requirement (for all lots the bidder is submitting its bid) :

…………………………………………………………………………………

and

1. the overall cash flow requirements for this contract and its current works commitment.
2. Contractor’s Representative and Key Personnel

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 specification.

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.

1. Equipment

The bidder must demonstrate that it has access to the key equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

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

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

**Section III. Bid Examination, Bid Evaluation and Bidder Qualification Criteria**

**(Without Prequalification)**

This section contains all the criteria that the employer shall use to evaluate bids and qualify bidders. In accordance with ITB 38 and ITB 40, no other factors, methods or criteria shall be used. The bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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 35.1. Any error in determining the exchange rates in the bid may be corrected by the employer.

*[The bid examination and the bid evaluation process are the same as in the case when prequalification has been undertaken and the employer shall cut and paste these here.*

*In this case since no prequalification was undertaken then the bidder must complete all the*

*bidding forms plus the qualification assessment table below.]*

**Qualification Assessment Table**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Eligibility and Qualification Criteria** | | | **Compliance Requirement** | | | | **Documentation** |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| 1. **Eligibility** | | | | | | | |
|  | **Nationality** | Nationality in accordance with ITB 7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
|  | **Conflict of interest** | No conflicts of interest in accordance with ITB 7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
|  | **Eligibility as per IFAD/MDB** | Not having been declared ineligible by IFAD and/or MDBs, as described in ITB 7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
|  | **Government Owned Entity of the Borrower country** | Meets conditions of ITB 7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
|  | **United Nations resolution or Borrower’s country law** | Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 7. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1. **Historical Contract Non-Performance** | | | | | | | |
|  | **History of Non-Performing Contracts** | Non-performance of a contract[[5]](#footnote-6) did not occur as a result of contractor default since 1st January *[Insert year]*. | Must meet requirement | Must meet requirement | Must meet requirement[[6]](#footnote-7) | N/A | Form CON-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 4.6 or withdrawal of the Bid pursuant ITB 19.9. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
|  | **Pending Litigation** | Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder. | Must meet requirement | N/A | Must meet requirement | N/A | Form CON-2 |
|  | **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder[[7]](#footnote-8) since 1st January *[insert year]* | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON-2 |
|  | **Declaration: Environmental and Social (ES) past performance** | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years.[[8]](#footnote-9) | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration | N/A | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration | N/A | Form CON-3 ES Performance Declaration |
| 1. **Financial Situation and Performance** | | | | | | | |
|  | **Financial Capabilities** | (i) The bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD $ \_\_\_\_ 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 the requirements  Must meet the requirement  Must meet the requirement | Must meet the requirements  Must meet the requirement  N/A | N/A  N/A  Must meet the requirement | N/A  N/A  N/A | Form FIN – 3.1, with attachments |
|  | **Average Annual Construction Turnover** | Minimum average annual construction turnover of US$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_, calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_ years, divided by \_\_\_\_ years | Must meet requirement | Must meet requirement | Must meet \_\_\_\_ %, \_\_\_\_ of the requirement | Must meet \_\_\_\_ %, \_\_\_\_ of the requirement | Form FIN – 3.2 |
| 1. **Experience** | | | | | | | |
| 1. (a) | **General Construction Experience** | Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last \_\_\_\_ years, starting 1st January \_\_\_\_. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| 1. (a) | **Specific Construction & Contract Management Experience** | (i) A minimum number of similar[[9]](#footnote-10) contracts specified below that have been satisfactorily and substantially[[10]](#footnote-11) completed as a prime contractor, joint venture member[[11]](#footnote-12), 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 38.4 ]* | Must meet the requirement | Must meet the requirement[[12]](#footnote-13) | N/A | N/A | Form EXP 4.2(a) |
| *[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized works:]*  “(ii) For the following specialized works, the Employer permits specialized sub-contractors as per ITB 37.3” | “Must meet requirement for one contract (Requirement can be met through a Specialized Sub-contractor)” | Must meet the requirement | N/A | “Must meet requirement (Requirement can be met through a Specialized Sub-contractor)” |  |
| 4.2 (b) |  | For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor[[13]](#footnote-14) 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[[14]](#footnote-15) : *[list activities indicating volume, number or rate of production as applicable][[15]](#footnote-16)* | Must meet the requirements | Must meet the requirements | N/A | Must meet the following requirements for the key activities listed below[[16]](#footnote-17) *[list key activities and the corresponding minimum requirements]* | Form EXP – 4.2 |
| 4.2 (c) | **Specific Experience in managing ES aspects** | For the contracts in 4.2 (a) above and/or any other contracts *[substantially completed and under implementation]* as prime contractor, joint venture member, or Subcontractor between 1st January *[insert year]* and Application submission deadline, experience in managing ES risks and impacts in the following aspects: *[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]* | Must meet the requirements | Must meet the requirements | Must meet the following requirements: *[list key requirements to be met by each member otherwise state: ”N/A”]* | Must meet the following requirements: *[list key requirements to be met by each member otherwise state: ”N/A”]* | Form EXP – 4.2 (c) |

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

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Letter of Bid

*[A separate Letter of Bid shall be prepared for each alternative proposed by the bidder]*

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

Procurement No.:\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Alternative 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 11) ;
2. We have not been suspended nor declared ineligible by the employer based on execution of a bid securing declaration in the employer’s country;
3. 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 5 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:

The discounts offered are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The exact method of calculations to determine the net price after application of discounts is shown below: ;

1. Our bid shall be valid until *[insert day, month and year in accordance with ITB 21.1]*, 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, and Social (ES) Performance Security, Delete if not applicable]* in accordance with the bidding documents;
3. We are not participating, as a bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 7.3(d), other than alternative bids submitted in accordance with ITB 16;
4. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the purchaser’s country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")[[17]](#footnote-18) in accordance with ITB clause 7, beyond those declared in paragraph 14 of this Letter of Bid.
5. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations of Dec. 2018. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITB clause 3. Further, we acknowledge and understand our obligation to report to anticorruption@ifad.org any allegation of prohibited practice that comes to our attention during the selection process or the contract execution. As part of this, we certify that:
6. The prices in this bid have been arrived at independently, without any consultation, communication, or agreement with any other party, including another bidder or competitor, or for the purpose of restricting competition, relating to:
   1. Those prices;
   2. The intention to submit an offer; or
   3. The methods or factors used to calculate the prices offered.
7. The prices in this bid have not been and will not be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise explicitly required by law; and
8. No attempt has been made or will be made by us to induce any other bidder to submit or not to submit an offer for the purpose of restricting competition.
9. We acknowledge and accept the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse, as provided in ITB Clause 4. Further, we acknowledge and understand our obligation to report to ethicsoffice@ifad.org any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
10. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bid process: *[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 declare that neither the bidder nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITB Clause 7.3 regarding this bid process or the execution of the contract. *[Insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict]*. We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the purchaser and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
2. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)** | **Imposed by** | **Name of party convicted, sanctioned or suspended (and relationship to bidder)** | **Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)** | **Date and time (duration) of measure** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

1. We acknowledge and understand that we shall promptly inform the employer about any material change regarding the information provided in this bid form.
2. We further understand that the failure to properly disclose any of information in connection with this bid form may lead to appropriate actions, including our disqualification as bidders, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
3. We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall only constitute a binding contract between the firm and the purchaser subject to the preparation and execution of the appropriate contract.
4. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
5. Potential DAAB Members: We hereby propose the following one/three persons, whose curriculum vitae are attached, as potential DAAB member/s:

|  |  |
| --- | --- |
| **Name** | **Address** |
|  |  |
|  |  |
|  |  |

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

Appendix to Bid

**Schedule of Cost Indexation**

*[Note to employer: It is recommended that the employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the schedule of cost indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]*

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

**Pn= a + b Ln / Lo + c En/ Eo + d Mn/Mo + ........**

where:

* “Pn” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the contract data;
* “a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;
* “b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;
* “Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular payment certificate relates); and
* “Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the base date.

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

If the currency in which the contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the contract price. The correction factor shall be: Z0 / Z1, where,

Z0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the contract price on the base date, and

Z1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the contract price on the date of adjustment.

**Schedule of Adjustment Data**

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

Table A. Local Currency

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

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

Table B. Foreign Currency (FC)

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\*** | **Best value and date\*** | **Bidder’s related source currency in type/amount** | **Equivalent in FC1** | **Bidder’s proposed weighting** |
|  | Nonadjustable |  |  |  |  | A: \*  B: \*  C: \*  D: \*  E: \* |
|  |  |  | Total |  |  | 1.00 |

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

Table C. Summary of Payment Currencies

*Table: Alternative A*

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

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

**Table: Alternative B**

To be used only with Alternative B Prices directly quoted in the currencies of payment. (Clause ITB 18.1)

Summary of currencies of the bid for \_\_\_\_\_\_\_\_\_\_\_ *[insert name of section of the works]*

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

**Form of Bid Security (Bank Guarantee)**

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

Beneficiary: *[Name and Address of Employer]*

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

Bid guarantee No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[insert name of the bidder]* (hereinafter called "the bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the bid") for the execution of *[insert name of contract]* under Invitation for bids No. *[insert IFB number]*.

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

At the request of the bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you, without any argument on our side, any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder:

1. Has withdrawn its bid after the bid submission deadline, but during the period of bid validity specified by the bidder in the Letter of Bid; or
2. Having been notified of the acceptance of its bid by the employer during the period of bid validity, (i) fails or refuses to execute the contract, or (ii) fails or refuses to furnish the performance security, in accordance with the terms of the Letter of Acceptance and other applicable conditions of contract.

This guarantee will expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and the performance security issued to you upon the instruction of the bidder; or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that the successful bidder has signed the contract and furnished the required performance security; or (ii) twenty-eight (28) days after the expiration of the bidder’s bid validity period.

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

*[Issuing bank to delete whichever is not applicable]*. We confirm that *[we are a financial institution legally authorized to provide this guarantee in the employer’s country]* *[or]* *[we are a financial institution located outside the employer’s country but have a correspondent financial institution located in the employer’s country that will ensure the enforceability of this guarantee. The name of our correspondent bank and contact information is as follows: [provide name, address, phone number, and email address]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, 2010 Revision, ICC Publication No. 758, except as may otherwise be stated above.

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

*[Signature(s)]*

**Form of Bid-Securing Declaration**

*[The bidder shall fill in this form in accordance with the instructions indicated.]*

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

Bid Ref. No.: *[insert]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

To: *[complete name of employer]*

We, the undersigned, declare that:

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

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

1. Have withdrawn our bid during the period of bid validity specified in the Letter of Bid; or
2. Having been notified of the acceptance of our bid by the employer during the period of bid validity, (i) fail or refuse to sign the contract; or (ii) fail or refuse to furnish the performance security, if required, in accordance with the ITB.

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

Name of the bidder\*

Name of the person duly authorized to sign the bid on behalf of the bidder\*\*\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of the person signing the bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\*: In the case of the bid submitted by joint venture specify the name of the joint venture as bidder

\*\*: Person signing the bid shall have the power of attorney given by the bidder attached to the bid

*[Note: In case of a joint venture, the bid-securing declaration must be in the name of all members to the joint venture that submits the bid.]*

Bill of Quantities

Notes for Preparing a Bill of Quantities

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

**Objectives**

The objectives of the bill of quantities are

1. To provide sufficient information on the quantities of works to be performed to enable bids to be prepared efficiently and accurately; and
2. When a contract has been entered into, to provide a priced bill of quantities for use in the periodic valuation of works executed.

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

**Content**

The bill of quantities should be divided generally into the following sections:

1. Preamble;
2. Work Items (grouped into parts);
3. Dayworks Schedule; and
4. Summary.

**Preamble**

The preamble should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the bill of quantities and that are to be used for the measurement of any part of the works.

**Rock**

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

**Work Items**

The items in the bill of quantities should be grouped into sections to distinguish between those parts of the works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the bill of quantities. When a family of price adjustment formulae are used, they should relate to appropriate sections in the bill of quantities.

**Quantities**

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

**Units of Measurement**

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

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

**Ground and Excavation Levels**

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

**Dayworks Schedule**

A dayworks schedule should be included if the probability of unforeseen work, outside the items included in the bill of quantities, is relatively high. To facilitate checking by the employer of the realism of rates quoted by the bidders, the dayworks schedule should normally comprise:

1. A list of the various classes of labour, materials, and contractor’s equipment for which basic dayworks rates or prices are to be inserted by the bidder, together with a statement of the conditions under which the contractor will be paid for work executed on a dayworks basis; and
2. A percentage to be entered by the bidder against each basic dayworks subtotal amount for labour, materials, and plant representing the contractor’s profit, overheads, supervision, and other charges.

**Provisional Quantities and Sums**

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

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

The provisional sums shall also include an estimated amount to cover the employer’s portion (50%) of DAAB’s fees and expenses.

**Summary**

The summary should contain a tabulation of the separate parts of the bill of quantities carried forward, with provisional sums for dayworks, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable, including DAAB fees and expenses.

**Sample Bill of Quantities**

1. **Preamble**

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

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

The rates and prices bid in the priced bill of quantities shall, except insofar as it is otherwise provided under the contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the contract.

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

The whole cost of complying with the provisions of the contract shall be included in the Items provided in the priced bill of quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of work.

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

Provisional sums included and so designated in the bill of quantities shall be expended in whole or in part at the direction and discretion of the engineer in accordance with sub-clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB fees and expenses for which no instruction will be required from the engineer.

The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.[[18]](#footnote-19)

1. **Work Items**

The bill of quantities usually contains the following part bills, which have been grouped according to the nature or timing of the work:

Bill No. 1—General Items;

Bill No. 2—Earthworks;

Bill No. 3—Culverts and Bridges;

Bill No. 4—etc., as required;

Dayworks Schedule; and

Summary bill of quantities.

If BDS-ITB 18.1 (a) applies, Bidders shall price the bill of quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies. If BDS-ITB 18.1 (b) applies Bidders shall price the bill of quantities in the applicable currency or currencies.

*[Note to the employer: The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 18.1.]*

**Bill of Quantities**

Bill No. 1: General Items

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

Bill No. 2: Earthworks

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

Bill No. 3: Culvert and Bridges

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

Dayworks Schedule

*[Note to the Employer:*

1. *A “Dayworks Schedule” is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the bill of quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Dayworks Schedule normally has the disadvantage of not being competitive among bidders, who may therefore load the rates assigned to some or all the items. If a Dayworks Schedule is to be included at all in the bidding documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Dayworks Rates competitive.*
2. *The total amount assigned to such competitive Dayworks is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.]*

**General**

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

**Dayworks Labour**

1. In calculating payments due to the contractor for the execution of dayworks, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of dayworks to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
2. The contractor shall be entitled to payment in respect of the total time that labour is employed on Dayworks, calculated at the basic rates entered by the Contractor in the Schedule of Dayworks Rates: 1. Labour, together with an additional percentage payment on basic rates representing the contractor’s profit, overheads, etc., as described below:
3. The basic rates for labour shall cover all direct costs to the contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with *[country of borrower]* law. The basic rates will be payable in local currency only.
4. The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the contractor’s profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the contractor’s staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:
5. Foreign: \_\_\_\_ percent (to be stated by bidder).[[19]](#footnote-20)
6. Local: \_\_\_\_ percent (to be stated by bidder).

*[Note to the employer:*

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

**Dayworks Materials**

1. The contractor shall be entitled to payment in respect of materials used for dayworks (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the contractor in the Schedule of Dayworks Rates: 2. Materials, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
2. The basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
3. The additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
4. Foreign: \_\_\_\_ percent (to be stated by the bidder);[[20]](#footnote-21)
5. Local: \_\_\_\_ percent (to be stated by the bidder);
6. The cost of hauling materials for use on work ordered to be carried out as dayworks from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for labour and construction in this schedule.

**Dayworks Contractor’s Equipment**

1. The contractor shall be entitled to payments in respect of contractor’s equipment already on site and employed on dayworks at the basic rental rates entered by the contractor in the Schedule of Dayworks Rates: 3. Contractor’s equipment. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. *[Note to the employer: This is an example of wording to include overhead and profit, etc., in the dayworks rates. A separate percentage addition could be used as for labour and materials.]* The cost of drivers, operators, and assistants will be paid for separately as described under the section on Dayworks Labour. *[Note to the employer: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for contractor’s equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*
2. In calculating the payment due to the contractor for contractor’s equipment employed on dayworks, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the engineer, the travelling time from the part of the site where the Contractor’s Equipment was located when ordered by the Engineer to be employed on Dayworks and the time for return journey thereto shall be included for payment.
3. The basic rental rates for contractor’s equipment employed on dayworks shall be stated in local currency, but payments to the contractor will be made in currency proportions, as follows:
4. Foreign: \_\_\_\_ percent (to be stated by the bidder).[[21]](#footnote-22)
5. Local: \_\_\_\_ percent (to be stated by the bidder).

Schedule of Dayworks Rates: 1. Labour

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

Schedule of Dayworks Rates: 2. Materials

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

Schedule of Dayworks Rates: 3. Contractor’s Equipment

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| **Item no.** | **Description** | **Nominal quantity (hours)** | | **Basic hourly rental rate** | | **Extended amount** | | |
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|  | Subtotal | | | | | |  |
|  | Allow \_\_\_\_ percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 7 above. | | | |  | |  |
|  |  |  |  | |  | |  |
|  | Total for Dayworks: Labour  (carried forward to Dayworks Summary, p. \_\_\_\_) | | | | | |  |
| a. To be entered by the bidder. | | | | | | | |

Dayworks Summary

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

Summary of Specified Provisional Sums

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| --- | --- | --- | --- |
| **Bill no.** | **Item no.** | **Description** | **Amount** |
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|  |  | *[To be entered by the employer; delete if not applicable:]* provisional sums for additional ES outcomes. |  |
|  |  | *[To be entered by the employer]* provisional sums for the Employer’s portion of DAAB costs |  |
| etc. |  |  |  |
|  |  |  |  |
| Total for Specified Provisional Sums  (carried forward to Grand Summary (B), p. ) | | |  |

Grand Summary

Contract Name:

Contract No.:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **General Summary** | | **Page** | **Amount** | |
| Bill No. 1: | |  |  | |
| Bill No. 2: | |  |  | |
| Bill No. 3: | |  |  | |
| —etc.— | |  |  | |
| Subtotal of Bills | | (A) |  | |
| Total for Dayworks (Provisional Sum)\* | | (B) |  | |
| Specified Provisional Sums included in subtotal of billsii | | (C) | *[sum]* | |
| Total of Bills Plus Provisional Sums (A + B + C) i | | (D) |  | |
| Add Provisional Sum for Contingency Allowance (if any) ii | | (E) | *[sum]* | |
| Bid Price (D + E) (Carried forward to Letter of Bid) | | (F) |  | |
|  | |  |  | |
| i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.  ii) To be entered by the Employer.  \* For evaluation purposes, Provisional Sum, other than Dayworks will be excluded | | |

Technical Proposal

* Site Organization
* Method Statement
* Mobilization Schedule
* Construction Schedule
* Environmental and Social Management Strategies and Implementation Plans (MSIP)
* Code of Conduct for Contractor’s Personnel (ES)
* Equipment
* Key Personnel Schedule
* Others

Site Organization

*[The bidder must include in its technical proposal the organigram for project management on site and relationships with the bidder’s headquarters. The bidder must also produce a site layout indicating the location of the temporary works in relation to the works to be constructed]*

Method Statement

*[The bidder must include in its technical proposal the methods to be used in the construction of the works]*

Mobilization Schedule

*[In accordance with the Particular Conditions, sub-clause 4.1, the contractor shall not carry out mobilization to site unless the engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel, submitted as part of the bid and agreed as part of the contract]*

Construction Schedule

*[The construction schedule shall include the following key milestones:*

*• No-objection to the Contractor MSIPs, which collectively form the Contractor’s Environmental and Social Management Plan (CESMP), in accordance with the Particular Conditions - Special provisions Sub-Clause 4.1.*

*• Constitution of the DAAB]*

The adequacy of the bidder’s technical offer to meet the works requirements and time for completion is important to determine if the bid is substantially responsive as defined at Section III, Qualification and Evaluation and as per the programme stipulated in GCC Clause 8.3 and the Particular Conditions of Contract.

The bidders shall, therefore, include as part of the technical offer a program which shall form the basis of the contractor’s detailed time program to be submitted under sub-clause 8.3 *[Programme]* of the conditions of contract and which includes a schedule of key activities for execution of the works, including estimated start and finish dates for individual activities, identifying those activities for which timing may be critical within the time for completion. The bidders shall also provide, in case of the critical and other main activities, calculations of required outputs and anticipated levels of resources in terms of equipment and material production necessary to complete within the time for completion.

The program shall, therefore, include, but shall not necessarily be limited to the following:

1. Details of the proposed schedule for preparation of the work program, site-specific contractor’s environmental and social management plan, site-specific health and safety management plan, quality assurance plan, any designs that may be required of the contractor, including the review and approval by the engineer.
2. Details of the proposed schedule to complete mobilization in preparation for carrying out the works.
3. Details of the proposed timeline for carrying out the works within the time for completion, in the form of a bar chart showing notably the critical path.
4. Details of the resource requirements (personnel, equipment and materials) to complete the works within the time for completion.
5. Details of the proposed timeline for the testing, commissioning and handing over of the completed works.

ES Management Strategies and Implementation Plans

**(MSIP)**

The bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (MSIP) as required by ITB 14.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the contractor, and its subcontractors contract in accordance with the SECAP, the employer’s country’s environmental laws and regulations, and in a safe and workmanlike manner.

In developing these strategies and plans, the bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the works requirements described in Section V.

Note: The successful bidder will be required to carry out the works in accordance with the site - specific Contractor’s Environmental and Social Management Plan (“CESMP”) and the site-specific Health and Safety Management Plan (“HSMP”), to be prepared by it following contract award, and approved by the engineer. The site-specific CESMP and HSMP shall be prepared based on the contents of Section V, Works Requirements, shall meet IFAD’s SECAP requirements and those of the Employer’s Environmental & Social Management Plan.

The bidder shall demonstrate in a narrative section of its technical offer that it possesses an appropriate level of environmental, social, health, safety, and gender management expertise and can successfully manage the environment, social, health, safety and gender risks associated with the implementation of the proposed works (including any goods, works, or services provided by subcontractors to the bidder), as follows:

1. Describe proposed environmental, social, health, safety, and gender staffing, roles and responsibilities, and management structure.
2. Describe the proposed approach to systematically manage environmental, social, health, safety, and gender risks and impacts during implementation of this project as described in the Works Requirements and the Employer-prepared ESMP, including a description of the mitigation measures that will be used and international environmental, social, health, safety, and gender standards that may be applicable. Note: appropriate mechanisms for monitoring performance, reporting, grievance redress, and taking corrective actions as appropriate. Provide enough detail to demonstrate an understanding of the critical environmental, social, health, safety, and gender issues related to the project.

Code of Conduct for Contractor’s Personnel (ES) Form

|  |
| --- |
| **Note to the Employer:**  **The following minimum requirements shall not be modified**. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.  The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.  **Delete this Box prior to issuance of the bidding documents**. |

|  |
| --- |
| **Note to the Bidder:**  **The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified**. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.  The Bidder shall initial and submit the Code of Conduct form as part of its bid. |

**Code of Conduct for Contractor’s Personnel**

We are the contractor, *[enter name of contractor]*. We have signed a contract with *[enter name of employer]* for *[enter description of the works]*. These works will be carried out at *[enter the site and other locations where the works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the works. All such persons are referred to as “contractor’s personnel” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all contractor’s personnel.

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

**Required Conduct**

Contractor’s Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. Maintain a safe working environment including by:
4. Ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
5. Wearing required personal protective equipment;
6. Using appropriate measures relating to chemical, physical and biological substances and agents; and
7. Following applicable emergency operating procedures.
8. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
9. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
10. Not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s Personnel;
11. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
12. Not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
13. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
14. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
15. Report violations of this Code of Conduct; and
16. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the employer, or who makes use of the grievance mechanism for contractor’s personnel or the project’s Grievance Redress Mechanism.

**Raising Concerns**

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

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

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

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

**Consequences of Violating the Code of Conduct**

Any violation of this Code of Conduct by contractor’s personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

**For Contractor’s Personnel**:

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

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

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

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

Countersignature of authorized representative of the contractor:

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

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

**Attachment 1**: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

**Attachment 1 to the Code of conduct Form**

**Behaviors Constituting Sexual Exploitation and Abuse (SEA) and Behaviors Constituting Sexual Harassment (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors

1. Examples of sexual exploitation and abuse include, but are not limited to:

* A contractor’s personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
* A contractor’s personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
* A contractor’s personnel rapes, or otherwise sexually assaults a member of the community.
* A contractor’s personnel denies a person access to the site unless he/she performs a sexual favor.
* A contractor’s personnel tells a person applying for employment under the contract that he/she will only hire him/her if he/she has sex with him/her.

1. Examples of sexual harassment in a work context

* Contractor’s personnel comment on the appearance of another contractor’s personnel (either positive or negative) and sexual desirability.
* When a contractor’s personnel complains about comments made by another contractor’s personnel on his/her appearance, the other contractor’s personnel comment that he/she is “asking for it” because of how he/she dresses.
* Unwelcome touching of a contractor’s or employer’s personnel by another contractor’s personnel.
* A contractor’s personnel tells another contractor’s personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

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 | |
|  |  | |
|  |  | |

Form PER – 1: Contractor’s Representative and Key Personnel Schedule

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**

|  |  |  |
| --- | --- | --- |
|  | **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]* |
|  | **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]* |
| 1. **.** | **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]* |
|  | **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]* |
|  | **Title of position: Sexual Exploitation, Abuse and Harassment Expert**  ***[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]*** | |
|  | 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]* |
|  | **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 of Contractor’s Representative 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 Forms

To establish its qualifications to perform the Contract in accordance with the qualification requirements set out in Section III, Bid Examination, Bid Evaluation and Bidder Qualification Criteria, the Bidder shall:

1. In the case that Prequalification was conducted earlier and this Bidding Document is addressed ONLY to Prequalified Bidders:

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

1. Eligibility
2. Pending Litigation
3. Environmental and Social Performance Declaration
4. Financial Situation

For this purpose, the bidder shall use the relevant forms included in this section (Following Prequalification).

1. In the case that Prequalification was NOT conducted: The bidder must provide the information requested in the forms of this section (Without Prequalification).

Form ELI - 1.1: Bidder Information Form

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

Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address *[in country of registration]*: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of  ¨ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.  ¨ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 7.1.  ¨ In case of government-owned enterprise or institution, in accordance with ITB 7.10 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not dependent agency of the employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI - 1.2: Bidder’s JV Information Form

**(to be completed for each member of Bidder’s JV)**

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

Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |
| --- |
| Bidder’s JV name: |
| JV member’s name: |
| JV member’s country of registration: |
| JV member’s year of constitution: |
| JV member’s legal address in country of constitution: |
| JV member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  ¨ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  ¨ In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 7.10.  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 name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV member name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications** | | | | | | |
| ¨ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.  ¨ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1 | | | | | | |
| **Year** | **Non- performed portion of contract** | | **Contract Identification** | | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** | |
|  |  | | Contract identification:  Name of employer:  Address of employer:  Reason(s) for nonperformance: | |  | |
| Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications | | | | | | |
| ¨ No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3. | | | | | | |
| ¨ Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below. | | | | | | |
| **Year of dispute** | | **Amount in dispute (currency)** | | **Contract Identification** | | **Total Contract Amount** |
|  | |  | | Contract identification: \_\_\_\_\_\_\_\_\_  Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* | |  |
|  | |  | |  | |  |

Form CON - 3: Environmental and Social (ES) Performance Declaration

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

Bidder’s name: *[insert full name]*

Date: *[insert day, month, year]*

Joint venture member’s or specialized subcontractor’s name: *[insert full name]*

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Environmental and Social (ES) Performance Declaration**  **in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification document** | | | |
| ¨ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) 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 and Social (ES) 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. gender-based violence; sexual exploitation or sexual abuse 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 ES 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: *[e.g. gender-based violence; sexual exploitation or sexual abuse breaches]* | | *[insert amount]* |
|  |  | |  |

Form FIN - 3.1: Financial Situation and Performance

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ICB No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

1. **Financial Data**

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

1. **Sources of Finance**

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

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

1. **Financial Documents**

The bidder and its parties shall provide copies of financial statements for \_\_\_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

1. 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).
2. Be independently audited or certified in accordance with local legislation.
3. Be complete, including all notes to the financial statements.
4. Correspond to accounting periods already completed and audited.

* Attached are copies of financial statements[[22]](#footnote-23) for the \_\_\_\_\_\_\_\_\_\_\_\_years required above; and complying with the requirements

Form FIN - 3.2: Average Annual Construction Turnover

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

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

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

Bidders Qualification without prequalification

To establish its qualifications to perform the contract in accordance with Section III - Evaluation and Qualification Criteria the bidder shall provide the information requested in the corresponding information sheets included hereunder.

Form ELI - 1.1: Bidder Information Form

Bidder Information Form

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

Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address *[in country of registration]*: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of  ¨ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.  ¨ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 7.1.  ¨ In case of government-owned enterprise or institution, in accordance with ITB 7.10 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the bidder is not dependent agency of the employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI - 1.2: Bidder's JV Information Form

**(to be completed for each member of bidder’s JV)**

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

Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |
| --- |
| Bidder’s JV name: |
| JV member’s name: |
| JV member’s country of registration: |
| JV member’s year of constitution: |
| JV member’s legal address in country of constitution: |
| JV member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  ¨ Articles of incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  ¨ In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 7.10.  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 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  |  |  |
| ¨ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.  ¨ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  |  | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |

Form CON - 3: Environmental and Social (ES) Performance Declaration

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

Bidder’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert full name]*

Procurement No.: *[insert ICB number and title]*

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Environmental and Social (ES) 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 and Social (ES) 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 and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract identification: *[indicate complete contract name/ number, and any other identification]*  Name of employer: *[insert full name]*  Address of employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract identification: *[indicate complete contract name/ number, and any other identification]*  Name of employer: *[insert full name]*  Address of employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | … |
| **Performance Security called by an employer(s) for reasons related to ES performance** | | | |
| Year | Contract Identification | | Total Contract Amount (current value, currency, exchange rate and US$ equivalent) |
| *[insert year]* | Contract identification: *[indicate complete contract name/ number, and any other identification]*  Name of employer: *[insert full name]*  Address of employer: *[insert street/city/country]*  Reason(s) for calling of performance security: *[indicate main reason(s)]* | | *[insert amount]* |

Form FIN - 3.1: Financial Situation and Performance

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Financial data**

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

\*Refer to ITB 18 for the exchange rate

1. **Sources of finance**

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

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

1. **Financial documents**

The bidder and its parties shall provide copies of financial statements for \_\_\_\_\_\_\_\_\_\_\_years pursuant Section III, Evaluation and Qualifications Criteria, sub-factor 3.1. The financial statements shall:

1. 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).
2. Be independently audited or certified in accordance with local legislation.
3. Be complete, including all notes to the financial statements.
4. Correspond to accounting periods already completed and audited.

* Attached are copies of financial statements[[23]](#footnote-24) for the \_\_\_\_\_ years required above; and complying with the requirements.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ICB No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

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

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

Form FIN - 3.3: Financial Resources

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

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

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

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

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

Form EXP - 4.1: General Construction Experience

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Starting Year** | **Ending Year** | **Contract Identification** | **Role of**  **Bidder** |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief description of the works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief description of the works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief description of the works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

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

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement 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 number  E-mail: |  | | | | | |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: |  | | | | | |
| 1. Amount |  | | | | | |
| 1. Physical size of required works items |  | | | | | |
| 1. Complexity |  | | | | | |
| 1. Methods/Technology |  | | | | | |
| 1. Construction rate for key activities |  | | | | | |
| 1. Other Characteristics |  | | | | | |

Form EXP - 4.2 (b): Construction Experience in Key Activities

Bidder's name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Bidder's JV member name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sub-contractor's name[[24]](#footnote-25) (as per ITB 37.2 and 37.3): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ICB No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

All sub-contractors for key activities must complete the information in this form as per ITB 37.2 and 37.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

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

|  | **Information** | | | | |
| --- | --- | --- | --- | --- | --- |
| Contract identification |  | | | | |
| Award date |  | | | | |
| Completion date |  | | | | |
| Role in contract | Prime Contractor  ¨ | Member in  JV  ¨ | | Management Contractor  ¨ | Sub-contractor  ¨ |
| Total Contract Amount |  | | | US$ | |
| Quantity (volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract  (i) | | Percentage  participation  (ii) | | Actual Quantity Performed  (i) x (ii) |
| Year 1 |  | |  | |  |
| Year 2 |  | |  | |  |
| Year 3 |  | |  | |  |
| Year 4 |  | |  | |  |
| Employer’s name: |  | | | | |
| Address:  Telephone/fax number:  E-mail: |  | | | | |
| Description of the key activities in accordance with sub-factor 4.2(b) of section III: |  | | | | |
|  |  | | | | |
|  |  | | | | |
|  |  | | | | |
|  |  | | | | |
|  |  | | | | |

2. Key Activity No. Two

3. Key Activity No. Three

Form EXP - 4.2 (c): Specific Experience in Managing ES Aspects

*[The following table shall be filled in for contracts performed by the bidder, and each member of a joint venture]*

Bidder’s name: *[insert full name]*

Date: *[insert day, month, year]*

Joint venture member name: *[insert full name]*

Procurement No. : *[insert ICB number and title]*

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

1. Key requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Identification** |  | | | |
| Award date |  | | | |
| Completion date |  | | | |
| Role in contract | Prime Contractor  ¨ | Member in JV  ¨ | Management Contractor  ¨ | Subcontractor  ¨ |
| Total Contract Amount |  | | US$ | |
| Details of relevant experience |  | | | |

1. Key requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Key requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. …

Part 2:

**Works Requirements**

Section V. Works Requirements

[Scope of Works 130](#_Toc52960884)

[Technical Specifications 131](#_Toc52960885)

[Environmental and Social (ES) requirements 132](#_Toc52960886)

[Contractor’s Representative and Key Personnel 134](#_Toc52960887)

[Drawings 135](#_Toc52960888)

[Supplementary Information 136](#_Toc52960889)

This section contains the Scope of Works, Technical Specifications, the Drawings, and supplementary information that describe the works to be procured and includes the following sub-sections:

**Technical Specifications**

This sub-section describes the scope of the works and presents a clear statement of the required standards for materials, plant, supplies, and workmanship to be provided. The Technical Specifications also reference applicable standards and codes, key personnel requirements, and include the environmental, social, health, safety, and gender requirements to be satisfied by the contractor in executing the works.

Please note that the winning contractor shall be required to prepare a site-specific “Contractor’s Environmental & Social Management Plan” (“CESMP”) and a site-specific “Health and Safety Management Plan” (“HSMP”) based on the relevant environmental, social, health and safety specifications found in the technical specifications, the bill of quantities, drawings, and applicable country laws and regulations. Additional environmental, social, health and safety analyses and documents may be provided as reference to help bidders understand what will be required to implement the environmental and social mitigation measures associated with the project.

**Drawings**

This sub-section contains design drawings in sufficient detail to allow bidders to understand the type and complexity of the work involved and to price the bill of quantities / schedule of activity.

Scope of Works

*[Insert here the description of the Scope of Works (provide description of works’ sections, lots etc... )]*

Technical Specifications

*[Insert here the technical specifications as prepared by the design engineer with reference to international and equivalent national standards.]*

Environmental and Social (ES) requirements

*[The employer’s team preparing the ES requirements should include a suitably qualified environmental and social specialist/s.]*

*[The employer should attach or refer to the employer’s environmental and social 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 SECAP requirements with respect to environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), Sexual Harassment (SH), gender-based violence, 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 IFAD to agree the issues to be included in compliance with SECAP requirements which shall also address: climate change and related mitigation measures, 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- Special Provisions - sub-clause 4.20.*

*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/offset 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. *Be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
5. *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;*
6. *Work co-operatively, including with end users of the works, relevant authorities, contractors and local communities;*
7. *Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
8. *Provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
9. *Minimize the risk of communicable diseases and to mitigate the effects of communicable diseases 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 ES Requirements***

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

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

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

*[The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions if any) and other parts of the specifications.]*

**Payment for ES Requirements**

*[The employer’s ES and procurement specialists should consider how the contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the contractor covered under the prices quoted for other bill of quantity items. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic and road 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, SEA and SH awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the contract.]*

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.]*

*[Where a project SEA risks are assessed to be substantial or high, the employer shall include a Sexual Exploitation, Abuse and Harassment expert(s).]*

**Contractor’s Representative and Key Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Position/specialization** | **Relevant academic qualifications** | **Minimum years of relevant work experience** |
| *1* | Contractor’s representative |  |  |
| *2* | *[Environmental]* | *[e.g. degree in relevant environmental subject]* | *[e.g. [years] working on road contracts in similar work environments]* |
| *3* | *[Health and Safety]* |  |  |
| *4* | *[Social]* |  |  |
| *5* | Sexual Exploitation, Abuse and Harassment  *[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]* |  | *[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]* |
| *6* | *[Modify as appropriate]* |  |  |

Drawings

|  |
| --- |
| Insert here a list of drawings. The actual drawings, including site plans, should be attached to this section or if greater than A3 should be annexed in a separate folder. |

Supplementary Information

*[The employer adds here its other requirements particularly with respect to Environmental, Social and Climate Change as well as Health and Safety.*

*A copy of the project’s ESMP will help guide the bidder in the preparation of its MSIP to be submitted with the bidder’s bid.*

*The engineering design consultant is required to collect the GPS coordinates of the infrastructure sites following a systematic and standardized methodology. The geo-referenced data is to be included in the design documents/drawings and submitted to the borrower in “shapefile” format for on-forwarding to IFAD. It is required to record the latitude and longitude of project sites such as buildings (e.g. marketing or processing facilities). Transect data (polylines) must be collected for roads and irrigation pipes or channels. Area/polygon data must be collected for land areas (e.g. land under irrigation or improved management). The Technical Specifications /Employer’s Requirements (to be incorporated in the bidding documents for construction of the works) must include a requirement that the Contractor submits to the engineering supervision firm, along-with its requests for payment and/or progress reporting, GIS coordinates of the works completed in the referenced interim period.]*

Part 3:

**Conditions of Contract and Contract Forms**

Section VI. General Conditions of Contract

General Conditions of Contract[[25]](#footnote-26)

*[Employer]*

*[Title of works project]*

Conditions of Contract

General Conditions

The Conditions of Contract, Part 1: General Conditions shall be those forming the General Conditions of the “Conditions of Contract for Construction,” Second Edition, 2017, as prepared by the Fédération Internationale des Ingénieurs-Conseils (“FIDIC”). These General Conditions are subject to the variations and additions set out in the section of this Contract entitled “Particular Conditions of Contract.” The General Conditions of Contract can be received from the employer through the following means: *[to be inserted by the employer.]*

OR

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

International Federation of Consulting Engineers (FIDIC)

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

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code: ISBN13: 978-2-88432-084-9

Section VII. Particular Conditions (PC)

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

**Particular Conditions**

**Part A – Contract Data**

|  |  |  |
| --- | --- | --- |
| Conditions | Sub-Clauses | Data |
| Where the contract allows for cost plus profit, percentage profit to be added to the cost | 1.1.20 | \_\_\_\_% |
| Defects Notification Period | 1.1.27 | 365 days (one year) |
| Employer’s name and address | 1.1.31 |  |
| Engineer’s name and address | 1.1.35 |  |
| Sections | 1.1.73 | *[If sections are to be used, refer to table: summary of sections immediately below the contract data table]* |
| Site | 1.1.74 | *[Describe any other places as forming part of the site]* |
| Time for completion | 1.1.84 | \_\_\_\_ days  *[If sections are to be used, refer to table: summary of sections below]* |
| IFAD’s and other co-financiers name/s | 1.1.89 |  |
| Borrower/Recipient’s name | 1.1.90 |  |
| Electronic transmission system | 1.3 (a) (ii) |  |
| Address of employer for communications: | 1.3(d) |  |
| Address of engineer for communications: | 1.3(d) |  |
| Address of contractor for communications: | 1.3(d) |  |
| Governing law | 1.4 |  |
| Ruling language | 1.4 |  |
| Language for communications | 1.4 |  |
| Time for the parties to sign a contract agreement | 1.6 | 28 days after receipt of the Letter of Acceptance |
| Number of additional paper copies of contractor’s documents | 1.8 |  |
| Total liability of the contractor to the employer under or in connection with the contract | 1.15 | *\_\_\_\_\_\_\_\_\_\_ (sum)* |
| Time for access to the site | 2.1 | *[Ideally, the right of access to and possession of all parts of the site shall be given by the commencement date. If this is the case, insert: “No later than the commencement date”]*  *[If it is not practical or feasible to give the right of access to and possession of all parts of the site by the commencement date, state the following and delete the remaining text in this particular conditions, sub-clause 2.1: “No later than the commencement date, except for the following parts (include detailed description of parts concerned): within such times as may be required to enable the contractor to proceed in accordance with the programme or, if there is no programme at that time, the initial programme submitted under sub-clause 8.3 [Programme”]]* |
| Engineer’s duties and authority | 3.2 | Variations resulting in an increase of the accepted contract amount in excess of \_\_\_\_% shall require written consent of the employer. |
| Performance security | 4.2 | The performance security will be in the form of a \_\_\_\_ *[insert either one of “demand guarantee” or “performance bond”]* in the amount(s) of *[insert % figures]* percent of the accepted contract amount and in the same currency (ies) of the accepted contract amount. |
| Environmental and Social (ES) performance security | 4.2 | *[Delete this provision if ES performance security is not required.]*  The ES performance security will be in the form of a “demand guarantee” in the amount(s) of *[insert % figure(s) normally 1% to 3%]* of the accepted contract amount and in the same currency (ies) of the accepted contract amount.  *[The sum of the total “demand guarantees” (performance security and ES performance security) shall normally not exceed 10% of the accepted contract amount.]* |
| Period for notification of errors in the items of reference | 4.7.2(a) | Days *“[state number of days, normally not less than 28 days]”* |
| Period of payment for temporary utilities | 4.19 | Days |
| Number of additional paper copies of progress reports | 4.20 |  |
| Maximum allowable accumulated value of work subcontracted (as a percentage of the accepted contract amount) | 5.1(a) | \_\_\_\_% |
| Parts of the works for which subcontracting is not permitted | 5.1(b) |  |
| Normal working hours | 6.5 | \_\_\_\_ |
| Number of additional paper copies of program | 8.3 |  |
| Delay damages payable for each day of delay | 8.8 | “% of the accepted contract amount, less provisional sum, for DAAB .  *[If sections are to be used, refer to Table: Summary of Sections below]* |
| Method of measurement | 12.2 | *[Insert Method of Measurement]* |
| Percentage profit | 12.3 | *As stated under 1.1.20 above* |
| Percentage rate to be applied to provisional sums for overhead charges and profit | 13.4 (b)(ii) | \_\_\_\_ % |
| Total advance payment | 14.2 | \_\_\_\_% Percentage of the accepted contract amount payable in the currencies and proportions in which the accepted contract amount is payable |
| Repayment of advance payment | 14.2.3 | (a) exceeds \_\_\_\_\_\_% of the portion of the accepted contract amount payable in that currency less Provisional Sums  (b) deductions shall be made at the amortisation rate of \_\_\_\_\_\_\_\_%\_  *[provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the accepted contract amount less provisional sums has been certified for payment]* |
| Period of payment | 14.3 |  |
| Number of additional paper copies of statements | 14.3(b) |  |
| Percentage of retention | 14.3(iii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% *[Insert percentage of retention, normally 5% and not exceeding 10%]* |
| Limit of retention money (as a percentage of accepted contract amount) | 14.3(iii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% *[Insert percentage of retention, normally 5% and not exceeding 10%]* |
| Plant and materials | 14.5(b)(i) | If sub-clause 14.5 applies:  Plant and materials for payment when shipped \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* |
| Minimum amount of interim payment certificates | 14.6.2 | \_\_\_\_\_\_\_\_\_\_\_\_\_ % of the accepted contract amount. |
| Period of payment of advance payment to the contractor | 14.7(a) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 28 days]* |
| Period for the employer to make interim payments to the contractor under sub-clause 14.6 (interim payment) | 14.7b(i) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 56 days]* |
| Period for the employer to make interim payments to the contractor under sub-clause 14.13 (final payment) | 14.7b(ii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 28 days]* |
| Period for the employer to make final payment to the contractor | 14.7(c) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 56 days]* |
| Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) | 14.8 | \_\_\_\_\_% |
| Number of additional paper copies of draft final statement | 14.11.1(b) |  |
| Forces of nature, the risks of which are allocated to the contractor | 17.2(d) |  |
| Permitted deductible limits | 19.1 | Insurance required for the works: \_\_\_\_\_\_\_\_\_\_\_  Insurance required for goods:\_\_\_\_\_\_\_\_\_\_\_\_\_  Insurance required for liability for breach of  professional duty:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Insurance required against liability for fitness for  Purpose (if any is required):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Insurance required for injury to persons and  Damage to property:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Insurance required for injury to employees: \_\_  Other insurances required by laws and by local practice:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | 19.2.1(b) | *\_\_\_\_\_\_\_\_%* |
| List of exceptional risks which shall not be excluded from the insurance cover for the works | 19.2.1(iv) |  |
| Extent of insurance required for goods | 19.2.2 |  |
| Amount of insurance required for goods |  |
| Amount of insurance required for liability for breach of professional duty | 19.2.3(a) |  |
| Insurance required against liability for fitness for purpose | 19.2.3(b) | Yes/No *[delete as appropriate]* |
| Period of insurance required for liability for breach of professional duty | 19.2.3 |  |
| Amount of insurance required for injury to persons and damage to property | 19.2.4 |  |
| Other insurances required by Laws and by local practice (give details) |  |  |
| Time for appointment of DAAB member (s) | 21.1 | 42 days after signature by both parties of the contract agreement |
| The DAAB shall be comprised of | 21.1 | *[Pick either: One sole Member*  *or: Three Members]*  *[For a contract estimated to cost above USD 50 million, the DAAB shall comprise of three members. For a contract estimated to cost between USD 20 million and USD 50 million, the DAAB may comprise of three members or a sole member. For a contract estimated to cost less than USD 20 million, a sole member is recommended.]* |
| List of proposed members of DAAB | 21.1 | Proposed by employer *[Attach CVs to the bidding document and the contract]*  *1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Proposed by contractor *[attach CVs to the contract]*  *1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| Appointment (if not agreed) to be made by | 21.2 | *[Insert name of an international organization or official as the appointing entity or official]* |
| Rules of arbitration | 21.6(a) | Sub-clause 21.6(a) of PART B – Special Provisions *[insert either “shall” or “shall not”] \_\_\_\_\_\_\_\_\_*apply.  *[Insert rules of arbitration if different from those of the International Chamber of Commerce.]*  *[Sub-clause 21.6 (a) shall be retained in the case of a contract with a foreign contractor or sub-clause 21.6 (b) shall be retained in the case of a contract with a domestic contractor. The determination of whether a contractor (as an individual firm or as a joint venture) is foreign or domestic for the purposes of this sub-clause, will be made by reference to the criteria set forth in the footnote for ITB 33 of the Instructions to Bidders.]* |
|  | 21.6 (b) | Sub-clause 21.6(b) of PART B – Special Provisions *[insert either “shall” or “shall not”] \_\_\_\_\_\_\_\_\_*apply. |
| Place of arbitration | 21.6(a) | *[insert place of arbitration if 21.6(a) of PART B – Special Provisions applies]* |

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

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

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

**Part B – Special Provisions**

|  |  |
| --- | --- |
| **Sub-Clause 1.1.10**  **Contract Definition** | “The contractor’s proposal” is deleted. |
| **Sub-Clause 1.1.49**  **Laws** | The sub-clause is replaced with:  “**Laws**” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.” |
| **Sub-Clause 1.1.74**  **Site** | The sub-clause is replaced with:  “**Site**” means the places where the permanent works are to be executed, including storage and working area, and to which plant and materials are to be delivered, and any other places specified in the contract as forming part of the site.” |
| **Sub-Clause 1.1.77**  **Statement** | On the second line after “Payment Certificate under…”, add “Sub-Clause 14.2.1 *[advance payment guarantee]* (if applicable),”. |
| **Sub-Clause 1.1.81**  **Tender** | “The contractor’s proposal” is deleted. |
| **Sub-Clause 1.1.89 to 1.1.91 are added after Sub-Clause 1.1.88** | |
| **Sub-Clause 1.1 89** | “**IFAD and Co-financiers**” means any financing institution/s or IFAD partner (if any) named in the Contract Data. |
| **Sub-Clause 1.1.90**  **Borrower** | “Borrower/Recipient of IFAD’s financing” means the person/entity (if any) named as the borrower and/or recipient in the contract data. |
| **Sub-Clause 1.1.91**  **ES** | “ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)). |
| **Sub-Clause 1.1.92**  **Sexual Harassment, Sexual Exploitation and Abuse** | “Sexual Harassment, Sexual Exploitation and Abuse” stands for the following:  Sexual Harassment means “any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment”.  Sexual Exploitation and Abuse means “any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse)”. |
| **Sub-Clause 1.2**  **Interpretation** | Sub-paragraph (a) is replaced with the following:   1. “Words indicating one gender include all genders;   “he/she” is replaced with:” it”;  “him/her” is replaced with “it”;  “his” and “his/her” are replaced with: “its”;  “himself/herself” are replaced with: “itself”.”  Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).  sub-paragraph (k) is added:  (k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “bidding documents or request for bids document”, as applicable.” |
| **Sub-Clause 1.5**  **Priority of Documents** | The following documents are added in the list of Priority Documents after (e):   1. the Particular Conditions Part D- Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations; 2. the Particular Conditions Part C- Environmental and Social (ES) Metrics for Progress Reports;”   and the list renumbered accordingly. |
| **Sub-Clause 1.6**  **Contract Agreement** | The last paragraph is replaced with:  “If the contractor comprises a joint venture (JV), the authorised representative of the JV shall sign the contract agreement in accordance with sub-clause 1.14 (joint and several liability).” |
| **Sub-Clause 1.12**  **Confidentiality** | The following is added at the end of the second paragraph: “The contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”  “or” at the end of (b) is deleted.  “or” at the end of (c) is added.  The following is then added as (d): “has already been provided to IFAD.” |
| **Sub-Clause 1.17**  **Inspections & Audit by IFAD** | The following new sub-clause 1.17 is added after sub-clause 1.16:  “Pursuant to paragraph 1.16 (e) of Particular Conditions - Part D- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit IFAD and/or persons appointed by IFAD to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by IFAD. The contractor’s and its subcontractors’ and subconsultants’ attention is drawn to the added sub-clause 15.8 related to IFAD Policy on Fraud and Corruption which provides, inter alia, that acts intended to materially impede the exercise of IFAD’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the IFAD’s prevailing sanctions procedures).” |
| **Sub-Clause 2.4**  **Employer’s Financial Arrangements** | The first paragraph is replaced with:  “The employer shall submit, before the commencement date, reasonable evidence that financial arrangements have been made for financing the employer’s obligations under the contract.”  The following sub-paragraph is added at the end of sub-clause 2.4:  “In addition, if IFAD has notified to the borrower/recipient that IFAD has suspended disbursements under its financing or grant agreement, which funds in whole or in part the execution of the works, the employer shall give notice of such suspension to the contractor with detailed particulars, including the date of such notification, with a copy to the engineer, within seven (7) days of the borrower having received the suspension notification from IFAD. If alternative funds will be available in appropriate currencies to the employer to continue making payments to the contractor beyond a date sixty (60) days after the date of IFAD notification of the suspension, the employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.” |
| **Sub-Clause 2.6**  **Employer-Supplied Materials and Employer’s Equipment** | *[If employer - supplied materials are listed in the employer’s requirements for the contractor’s use in the execution of works, the following provisions may be added]*:  The following is added after the last paragraph of sub-clause 2.6:  “The employer shall supply to the contractor the employer-supplied materials listed in the specification, at the time(s) stated in the specification (if not stated, within the times that shall be required to enable the contractor to proceed with execution of the works in accordance with the programme).  When made available by the employer, the contractor shall visually inspect the employer - supplied materials and shall promptly give a notice to the engineer of any shortage, defect or default in them. Thereafter, the contractor shall rectify such shortage, defect or default to the extent instructed by the engineer. Such instruction shall be deemed to have been given under sub-clause 13.3.1 *[Variation by Instruction]*.  After this visual inspection, the employer-supplied materials shall come under the care, custody and control of the contractor. The contractor’s obligations of inspection, care, custody, and control shall not relieve the employer of liability of any shortage, defect or default not apparent from a visual inspection.”  *[If employer’s equipment are listed in the specification for the contractor’s use in the execution of works, the following provisions may be added]*:  The following is added after the last paragraph of sub - clause 2.6:  “The employer shall make the employer’s equipment listed in the specification available to the contractor at the time(s) stated in the specification (if not stated, within the times that shall be required to enable the contractor to proceed with execution of the works in accordance with the programme).  Unless expressly stated otherwise in the specification, the employer’s equipment shall be provided for the exclusive use of the contractor.  When made available by the employer, the contractor shall visually inspect the employer’s equipment and shall promptly give a notice to the engineer of any shortage, defect or default in them. Thereafter, the contractor shall rectify such shortage, defect or default to the extent instructed by the engineer. Such instruction shall be deemed to have been given under sub-clause 13.3.1 *[Variation by Instruction]*.  The contractor shall be responsible for the employer’s equipment while it is under the contractor’s control and/or any of the contractor’s personnel is operating it, driving it, directing it, using it, or in control of it.  The contractor shall not remove from the site any items of the employer’s equipment without the consent of the employer. However, consent shall not be required for vehicles transporting goods or contractor’s personnel to or from the site.” |
| **Sub-Clause 3.1**  **The Engineer** | The following is added at the end of the first as a new sub-paragraph:  “The engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.” |
| **Sub-Clause 3.2**  **Engineer’s Duties and Authority** | Sub-clause 3.2 is supplemented as follows:  The engineer shall obtain the consent in writing of the employer before taking action under the following sub-clauses of these conditions:  Sub-clause 13.1: Right to vary - instructing a variation, except;   1. in an emergency situation as determined by the engineer; or 2. if such a variation would increase the accepted contract amount by less than the percentage specified in the contract data.   Sub-clause 13.2 (value engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with sub-clause 13.2.  Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the engineer, an emergency occurs affecting the safety of life or of the works or of adjoining property, it may, without relieving the contractor of any of his duties and responsibility under the contract, instruct the contractor to execute all such work or to do all such things as may, in the opinion of the engineer, be necessary to abate or reduce the risk. The contractor shall forthwith comply, despite the absence of consent of the employer, with any such instruction of the engineer. The engineer shall determine an addition to the contract price, in respect of such instruction, and EOT if any, in accordance with clause 13 and shall notify the contractor accordingly, with a copy to the employer. |
| **Sub-Clause 3.3**  **Engineer’s Representative** | The following is added at the end of sub-clause 3.3:  “The engineer shall obtain the consent of the employer before appointing or replacing an engineer’s representative.” |
| **Sub-Clause 3.4**  **Delegation by the Engineer** | The following is added at the end of the second paragraph:  “If any assistants are not fluent in this language, the engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.” |
| **Sub-Clause 3.6**  **Replacement of the Engineer** | In the first paragraph, “42 days” is replaced with: “21 days”;  In the third paragraph, “shall” is replaced with: “should”. |
| **Sub-Clause 4.1**  **Contractor’s General Obligations** | The following is inserted after the paragraph “The contractor shall provide the plant (and spare parts, if any) …”:  “All equipment, material, and services to be incorporated in or required for the works shall have their origin in any eligible source country as defined by IFAD.”  The following is inserted after the paragraph “The contractor shall, whenever required by the engineer...”:  The contractor shall not carry out mobilization to site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the engineer gives a notice of no-objection to the contractor, a notice that shall not be unreasonably delayed, to the measures the contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the bid and agreed as part of the contract.  The contractor shall submit, to the engineer for review and approval, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (CESMP). The contractor shall review the CESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the works. The updated CESMP shall be submitted to the engineer for review  The CESMP and the contractor’s Code of Conduct shall be included as contractor’s documents. The procedures for Review of the CESMP and its updates shall be as described in sub-clause 4.4.1 *[Preparation and Review]*. |
| **Sub-Clause 4.2**  **Performance Security and ES Performance Security** | The first paragraph is replaced with:  “The contractor shall obtain (at its cost) a performance security for proper performance and, if applicable, an Environmental and Social (ES) performance security for compliance with the contractor’s ES obligations, in the amounts stated in the contract data and denominated in the currency(ies) of the contract or in a freely convertible currency acceptable to the employer. If amounts are not stated in the contract data, this sub-clause shall not apply.”  In the following sub-clauses of the general conditions, the term “Performance security” is replaced with: “Performance security and, if applicable, an Environmental and Social (ES) performance security”:  2.1- Right of Access to the Site;  14.2- Advance Payment;  14.6- Issue of IPC;  14.12- Discharge;  14.13- Issue of FPC;  14.14 Cessation of Employer’s Liability;  15.2- Termination for Contractor’s Default;  15.5- Termination for Employer’s Convenience. |
| **Sub-Clause 4.2.1**  **Contractor’s**  **obligations** | The first paragraph is replaced with:  “The contractor shall deliver the performance security and, if applicable, an ES performance security to the employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the engineer. The performance security shall be issued by a reputable bank or financial institution selected by the contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the employer in the contract data, or in another form approved by the employer. The ES performance security shall be issued by a reputable bank selected by the contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the employer in the contract data, or in another form approved by the employer.”  Thereafter, throughout sub-clause 4.2 “Performance security” is replaced with: “Performance security and, if applicable, ES performance security.” |
| **Sub-Clause 4.2.2**  **Claims under the Performance Security** | The first paragraph is replaced in its entirety with: “The employer shall not make a claim under the performance security, except for amounts for which the employer is entitled under the contract.” |
| **Sub-Clause 4.2.3**  **Return of Performance Security** | In sub-paragraph (a) “21 days” is replaced with: “28 days”. |
| **Sub-Clause 4.3**  **Contractor’s Representative** | The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the engineer.” |
| **Sub-Clause 4.7**  **Setting out** | In the second bullet-point of sub-paragraph (b) of sub-clause 4.7.3:  before “if the items of reference”, add: “when examining the items of reference within the period stated in sub-paragraph (a) of sub-clause 4.7.2”on the second and third lines, delete “and the contractor’s notice is given after the period stated in sub-paragraph (a) of sub-clause 4.7.2”. |
| **Sub-Clause 4.8**  **Health and Safety Obligations** | The second paragraph is replaced with the following:  “Subject to sub-clause 4.1, the contractor shall submit to the engineer for review a health and safety plan/manual which has been specifically prepared for the works, the site and other places (if any) where the contractor intends to execute the works. The procedures for review of the health and safety manual and its updates shall be as described in sub-clause 4.4.1 *[Preparation and review]*.  The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.  The health and safety manual shall set out all the health and safety requirements under the contract,   * + - 1. Which shall include at a minimum:  1. The procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents; 2. Details of the training to be provided, records to be kept; 3. The procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning); 4. The measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, 5. The measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour; 6. The policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and    * + 1. Any other requirements stated in the Specification.   The paragraph starting with: “In addition to the reporting requirement of…” is deleted and replaced with the addition to GC sub-clause 4.20 in sub-clause 4.20 of the special provisions. |
| **Sub-Clause 4.18**  **Protection of the Environment** | Sub-Clause 4.18 Protection of the Environment is replaced with:  “The contractor shall take all necessary measures to:   * + 1. Protect the environment (both on and off the site); and     2. Limit damage and nuisance to people and property resulting from pollution, noise and other results of the contractor’s operations and/ or activities.   The contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the contractor’s activities shall exceed neither the values indicated in the specification, nor those prescribed by applicable laws.  In the event of damage to the environment, vegetation or forests, property and/or nuisance to people, on or off site as a result of the contractor’s operations, the contractor shall agree with the engineer the appropriate actions and time scale to remedy/offset, as practicable, the damaged environment to its former condition. The contractor shall implement such remedies at its cost to the satisfaction of the engineer.” |
| **Sub-Clause 4.20**  **Progress Reports** | Replace “4.20 (g) with: “the Environmental and Social (ES) metrics set out in Particular Conditions - Part C”  The following is added at the end of the sub-clause:  “In addition to the reporting requirement of this sub-paragraph (g) of sub-clause 4.20 *[Progress Reports]* the contractor shall inform the engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, employer’s personnel or contractor’s personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of Sexual Harassment, Sexual Exploitation and Abuse (SH and SEA). In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.  The contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the cngineer of any such incident or accident on the subcontractors’ or suppliers’ premises relating to the works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, employer’s personnel or contractor’s, its subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The contractor shall provide full details of such incidents or accidents to the engineer within the timeframe agreed with the engineer.  The contractor shall require its subcontractors and suppliers (other than subcontractors) to immediately notify the contractor of any incidents or accidents referred to in this sub-clause. |
| **Sub-Clause 4.21**  **Security of the Site** | Sub-clause 4.21 Security of the site is replaced with:  “Sub-clause 4.21 security of the site  The contractor shall be responsible for the security of the site, and:   1. For keeping unauthorised persons off the site; 2. Authorised persons shall be limited to the contractor’s personnel, the employer’s personnel, and to any other personnel identified as authorised personnel (including the employer’s other contractors on the Site), by a notice from the employer or the engineer to the contractor.   Subject to sub-clause 4.1, the contractor shall submit for the engineer’s no-objection a security management plan that sets out the security arrangements for the site.  The contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards contractor’s personnel, employer’s personnel and affected communities; and (iii) require the security personnel to act within the applicable laws and any requirements set out in the specification.  The contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.  In making security arrangements, the contractor shall also comply with any additional requirements stated in the specification.” |
| **Sub-Clause 4.22**  **Contractor’s Operations on Site** | On the third line of the second paragraph before “4.17”, “Sub- clause” is added. |
| **Sub-Clause 4.24**  **Code of Conduct** | The contractor shall posses and use a Code of Conduct for the contractor’s personnel.  The contractor shall take all necessary measures to ensure that each contractor’s personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.  These measures include providing instructions and documentation in a language that can be understood by the contractor’s personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, in a language that is comprehensible to the Personnel as appropriate.  The contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the site and any other place where the works will be carried out, as well as in areas outside the site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to contractor’s personnel, employer’s personnel and the local community.  The Contractor’s Management Strategy and Implementation Plans (MSIP) shall include appropriate processes for the contractor to verify compliance with these obligations. |
| **Sub-Clause 5.1**  **Subcontractors** | The following is added at the beginning of the second paragraph.  “The contractor shall require that its subcontractors execute the works in accordance with the contract, including complying with the relevant ES requirements and the obligations set out in sub-clause 4.24 above.”  The following is added at the end of the last paragraph of sub-clause 5.1:  “All subcontracts relating to the works shall include provisions which entitle the employer to require the subcontract to be assigned to the employer under sub-paragraph (a) of sub-clause 15.2.3, during the contract and after its termination, if required.  Where practicable, the contractor shall give fair and reasonable opportunity for contractors from the country to be appointed as subcontractors.” |
| **Sub-Clause 5.2.2**  **Objection to Nomination** | In sub-paragraph (a), on the first line before “subcontractor”, “nominated” is added.  In sub-paragraph (c):  “and” is deleted from the end of (i);  “.” at the end of (ii) is replaced with: “, and”.  The following is then added as (iii):  “(iii) be paid only if and when the contractor has received from the employer payments for sums due under the subcontract referred to under sub-clause 5.2.3 *[payment to nominated subcontractors]*.” |
| **Sub-Clause 6.1**  **Engagement of Staff and Labour** | The following paragraph is added at the end of the sub-clause:  “The contractor shall to the extent practicable and reasonable, employ staff and labour with appropriate qualifications and experience from sources within the country.” |
| **Sub-Clause 6.2**  **Rates of Wages and Conditions of Labour** | The following paragraph is added at the end of the sub-clause:  “The contractor shall inform the contractor’s cersonnel about their liability to pay personal income taxes in the country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws. |
| **Sub-Clause 6.5 Working Hours** | The following is inserted at the end of the sub-clause:  The contractor shall provide the contractor’s personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the specification.” |
| **Sub-Clause 6.7**  **Health and Safety of Personnel** | In the second paragraph, “The contractor” is replaced with:  “Except as otherwise stated in the specification, the contractor” |
| **Sub-Clause 6.9**  **Contractor’s Personnel** | The sub-clause is replaced with:  “The contractor’s personnel (including but not limited to key personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.  The engineer may require the contractor to remove (or cause to be removed) any person employed on the site or works, including the contractor’s representative and key personnel (if any), who:   1. Persists in any misconduct or lack of care; 2. Carries out duties incompetently or negligently; 3. Fails to comply with any provision of the contract; 4. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment; 5. Based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; 6. Has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; 7. Undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES).   If appropriate, the contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 *[contractor’s representative]* shall apply. In the case of replacement of key personnel (if any), Sub-Clause 6.12 *[key personnel]* shall apply.  Subject to the requirements in sub-clause 4.3 *[contractor’s representative]* and 6.12 *[key personnel]*, and notwithstanding any requirement from the engineer to remove or cause to remove any person, the contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the site or other places where the works are being carried out, any contractor’s personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.” |
| **Sub-Clause 6.12**  **Key Personnel** | The following is inserted at the end of the last paragraph:  “If any of the key personnel are not fluent in this language, the contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the engineer.” |
| **The following sub-clauses 6.13 to 6.26 are added after sub-clause 6.12** | |
| **Sub-Clause 6.13**  **Foreign Personnel** | The contractor may bring in to the country any foreign personnel who are necessary for the execution of the works to the extent allowed by the applicable laws. The contractor shall ensure that these personnel are provided with the required residence visas and work permits. The employer will, if requested by the contractor, use its best endeavours in a timely and expeditious manner to assist the contractor in obtaining any local, state, national, or government permission required for bringing in the contractor’s personnel.  The contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the country of any of these personnel or members of their families, the contractor shall similarly be responsible for making the appropriate arrangements for their return or burial. |
| **Sub-Clause 6.14**  **Supply of Foodstuffs** | The contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the contractor’s personnel for the purposes of or in connection with the contract. |
| **Sub-Clause 6.15**  **Supply of Water** | The contractor shall, having regard to local conditions, provide on the site an adequate supply of drinking and other water for the use of the contractor’s personnel. |
| **Sub-Clause 6.16**  **Measures against Insect and Pest Nuisance** | The contractor shall at all times take the necessary precautions to protect the contractor’s personnel employed on the site from insect and pest nuisance, and to reduce the danger to their health. The contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| **Sub-Clause 6.17**  **Alcoholic Liquor or Drugs** | The contractor shall not, otherwise than in accordance with the laws of the country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by contractor’s personnel. |
| **Sub-Clause 6.18**  **Arms and Ammunition** | The contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow contractor’s personnel to do so. |
| **Sub-Clause 6.19**  **Festivals and Religious Customs** | The contractor shall respect the country’s recognized festivals, days of rest and religious or other customs. |
| **Sub-Clause 6.20**  **Funeral Arrangements** | The contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the works. |
| **Sub-Clause 6.21**  **Forced Labour** | The contractor, including its subcontractors, shall neither employ nor engage in any kind of forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.  No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| **Sub-Clause 6.22**  **Child Labour** | The contractor, including its subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age as the minimum age.  The contractor, including its subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  The contractor including its subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the contractor with the engineer’s consent and in accordance with the national laws of the country. The contractor shall be subject to regular monitoring by the engineer that includes monitoring of health, working conditions and hours of work.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. With exposure to physical, psychological or sexual abuse; 2. Underground, underwater, working at heights or in confined spaces; 3. With dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. In unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. Under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. |
| **Sub-Clause 6.23**  **Employment Records of Workers** | The contractor shall keep complete and accurate records of the employment of labour at the site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarised on a monthly basis and submitted as a report to the engineer. These records shall be included in the details to be submitted by the contractor under sub-clause 6.10 *[contractor’s records]*. |
| **Sub-Clause 6.24**  **Workers’ Organisations** | In countries where the relevant labour laws recognise workers’ rights to form and to join workers’ organisations of their choosing and to bargain collectively without interference, the contractor shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers’ organisations, the contractor shall enable alternative means for the contractor’s personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The contractor shall not seek to influence or control these alternative means. The contractor shall not discriminate or retaliate against the contractor’s Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers’ organisations are expected to fairly represent the workers in the workforce. |
| **Sub-Clause 6.25**  **Non-Discrimination and Equal Opportunity** | The contractor shall not make decisions relating to the employment or treatment of contractor’s personnel on the basis of personal characteristics unrelated to inherent job requirements. The contractor shall base the employment of contractor’s personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.  Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with sub-clause 6.22). |
| **Sub-Clause 6.26**  **Contractor’s Personnel Grievance Mechanism** | The contractor shall have a grievance mechanism for contractor’s personnel, and where relevant the workers’ organizations stated in sub-clause 6.24, to raise workplace concerns The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.  The contractor’s personnel shall be informed of the grievance mechanism at the time of engagement for the contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all contractor’s personnel.  The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.  The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with contract-specific arrangements. |
| **Sub-Clause 6.27**  **Training of Contractor’s Personnel** | The contractor shall provide appropriate training to relevant contractor’s personnel on ES aspects of the contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.  As stated in the specification or as instructed by the engineer, the contractor shall also allow appropriate opportunities for the relevant contractor’s personnel to be trained on ES aspects of the contract by the employer’s personnel.  The contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other contractor’s personnel. |
| **Sub-Clause 7.7**  **Ownership of Plant and Materials** | The following is added before the first paragraph:  “Except as otherwise provided in the contract,” |
| **Sub-Clause 8.1**  **Commencement of Work** | The sub-clause is replaced in its entirety with the following:  “The Engineer shall give a notice to the contractor stating the commencement date, not less than 14 days before the commencement date.  The notice shall be issued promptly after the engineer determines the fulfilment of the following conditions:   1. Signature of the contract agreement by both parties, and if required, approval of the contract by relevant authorities of the country; 2. Delivery to the contractor of reasonable evidence of the Employer’s financial arrangements (under sub-clause 2.4 *[employer’s financial arrangements]*); 3. Except if otherwise specified in the contract data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of sub-clause 1.13 *[compliance with laws]* as required for the commencement of the works; 4. Receipt by the contractor of the advance payment under sub-clause 14.2 *[advance payment]* provided that the corresponding bank guarantee has been delivered by the contractor; 5. Constitution of the DAAB in accordance with sub-clause 21.1 and sub-clause 21.2 as applicable.   Subject to sub-clause 4.1 on the Management Strategies and Implementation Plans and the CESMP, sub-clause 4.8 on the health and safety plan/manual and sub-clause 4.21 on the security management plan, the Contractor, shall commence the execution of the works as soon as is reasonably practicable after the commencement date, and shall then proceed with the works with due expedition and without delay.” |
| **Sub-Clause 11.7**  **Right of Access after Taking Over** | In the second paragraph, “Whenever the contractor intends to access any part of the works during the relevant DNP:” is replaced with:  “Whenever, until the date 28 days after issue of the performance certificate, the contractor intends to access any part of the works:” |
| **Sub-Clause 13.3.1**  **Variation by Instruction** | Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the contractor, and sufficient ES information to enable an evaluation of ES risks and impacts;’ |
| **Sub-Clause 13.4**  **Provisional Sums** | The following is inserted as the penultimate paragraph:  “The provisional sum shall be used to cover the employer's share of the DAAB members’ fees and expenses, in accordance with clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those statements submitted under sub-clause 14.3. |
| **Sub-Clause 13.6**  **Adjustments for Changes in Laws** | The following paragraph is added at the end of the sub-clause:  “Notwithstanding the foregoing, the contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of sub-clause 13.7 *[adjustments for changes in cost]*.” |
| **Sub-Clause 14.1**  **The Contract Price** | *[Note to the employer: include one of the following two alternative texts as applicable]*  The following is added at the end of the sub-clause:  *[Alternative 1]*  “Notwithstanding the provisions of subparagraph (b), contractor's equipment, including essential spare parts therefor, imported by the contractor for the sole purpose of executing the contract shall be exempt from the payment of import duties and taxes upon importation.”  *[Alternative 2]*  “Notwithstanding the provisions of subparagraph (b), contractor's equipment, including essential spare parts therefore, imported by the contractor for the sole purpose of executing the contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the time for completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such contractor's equipment and spare parts, and callable in the event the contractor's equipment is not exported from the country on completion of the contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the contractor to the employer upon the importation of individual items of contractor's equipment and spare parts. Upon export of individual items of contractor's equipment or spare parts, or upon the completion of the contract, the contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the contractor's equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the contractor on (a) the difference between the initial imported value and the residual value of the contractor's equipment and spare parts to exported; and (b) on the initial imported value of the contractor's equipment and spare parts remaining in the country after completion of the contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.” |
| **Sub-Clause 14.2.1**  **Advance Payment Guarantee** | The first paragraph is replaced with:  “The contractor shall obtain (at the contractor’s cost) an advance payment guarantee in amounts and currencies equal to the advance payment, and shall submit it to the employer with a copy to the engineer. This guarantee shall be issued by reputable bank or financial institution selected by the contractor and shall be based on the sample form annexed to the particular conditions or in another form agreed by the employer (but such agreement shall not relieve the contractor from any obligation under this sub-clause).” |
| **Sub-Clause 14.3**  **Application for Interim Payment** | The following is inserted at the end of (vi) after: *[agreement or determination]*: “any reimbursement due to the contractor under the dispute avoidance/ adjudication agreement. (Appendix general conditions of dispute avoidance/ adjudication agreement).” |
| **Sub-Clause 14.6.2**  **Withholding (amounts in) an IPC** | “and/or” from subparagraph (b) is deleted.  The following is then added as subparagraph (c) and sub-paragraph (c) of the sub-clause is renumbered as (d):  “(c) If the contractor was, or is, failing to perform any ES obligations or work under the contract, the value of this work or obligation, as determined by the engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:   * + - 1. Failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;       2. Failure to regularly review CESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;       3. Failure to implement the CESMP 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 ES report/s (as described in Particular Conditions - Part 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).” |
| **Sub-Clause 14.7**  **Payment** | At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):  “(iii) at a time when IFAD’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the contractor; and”  At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:  “or, at a time when IFAD’s loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 *[termination by contractor]*.” |
| **Sub-Clause 14.9**  **Release of Retention Money** | The following is added at the end of sub-clause 14.9:  “Unless otherwise stated in the contract, when the taking-over certificate has been issued for the works and the first half of the retention money has been certified for payment by the engineer, the contractor shall be entitled to substitute a guarantee, in the form annexed to the particular conditions or in another form approved by the employer and issued by a reputable bank or financial institution selected by the contractor, for the second half of the retention money. The contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the retention money and is valid and enforceable until the contractor has executed and completed the works and remedied any defects, as specified for the performance security and, if applicable, an ES performance security in sub-clause 4.2. On receipt by the employer of the required guarantee, the engineer shall certify and the employer shall pay the second half of the retention money. The release of the second half of the retention money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the defects notification periods. The employer shall return the guarantee to the contractor within 21 days after receiving a copy of the performance certificate.  If the performance security and, if applicable, an ES performance security required under sub-clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the taking-over certificate is issued is more than half of the retention money, then the retention money guarantee will not be required. If the amount guaranteed under the performance security and, if applicable, an ES performance security, when the taking-over certificate is issued is less than half of the retention money, the retention money guarantee will only be required for the difference between half of the retention money and the amount guaranteed under the performance security and, if applicable, an ES performance security.” |
| **Sub-Clause 14.12**  **Discharge** | On the seventh line of the first paragraph, “sub-clause 21.6 *[arbitration]*” is replaced with: “clause 21 *[disputes and arbitration]*’. |
| **Sub-Clause 14.15**  **Currencies of Payment** | Throughout sub-clause 14.15, “contract data” is replaced with: “schedule of payment currencies”. |
| **Sub-Clause 15.1**  **Notice to Correct** | “and” is deleted from (b) and  “.” is replaced by: “; and” in (c).  The following is then added as (d)  “(d) specify the time within which the contractor shall respond to the notice to correct.”  In the third paragraph, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third paragraph, “to comply with the time specified in the notice to correct.” is replaced with: “to comply with the time specified in (c).” |
| **Sub-Clause 15.2.1**  **Notice** | Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 1.16 of the Particular Conditions - Part D- Fraud and Corruption, in competing for or in executing the Contract.” |
| **Sub-Clause 15.8**  **Fraud and Corruption** | The following new sub-clause is added:  “15.8.1 IFAD requires that the employer, its contractor(s) and sub-contractor(s) comply with the IFAD’s Revised Policy on Preventing Fraud and Corruption in its projects and operations and its prevailing sanctions policies and procedures as set forth in this policy and incorporated in the Particular Conditions - part D.  15.8.2 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.” |
| **Sub-Clause 16.1**  **Suspension by Contractor** | The following paragraph is inserted after the first paragraph:  “Notwithstanding the above, if IFAD has suspended disbursements under the financing from which payments to the contractor are being made, in whole or in part, for the execution of the works, and no alternative funds are available as provided for in sub-clause 2.4 *[employer’s financial arrangements]*, the contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the borrower having received the suspension notification from IFAD.” |
| **Sub-Clause 16.2.1**  **Notice** | Sub-paragraph (j) is deleted in its entirety.  At the end of sub-paragraph (i): “; or” is replaced with: “.”  sub-paragraph (f) is replaced with:  “(f) the contractor does not receive a notice of the commencement date under sub-clause 8.1 *[commencement of works]* within 180 days after receiving the letter of acceptance, for reasons not attributable to the contractor.” |
| **Sub-Clause 16.2.2**  **Termination** | The following is added at the end of sub-clause 16.2.2:  “In the event that IFAD suspends the financing from which part or whole of the payments to the contractor are being made, if the contractor has not received the sums due to him upon expiration of the 14 days referred to in sub-clause 14.7 *[payment]* for payments under interim payment certificates, the contractor may, without prejudice to the contractor's entitlement to financing charges under sub-clause 14.8 *[delayed payment]*, take one of the following actions, namely (i) suspend work or reduce the rate of work under sub-clause 16.1 above, or (ii) terminate the contract by giving notice to the employer, with a copy to the engineer, such termination to take effect 14 days after the giving of the notice.” |
| **Sub-Clause 16.3**  **Contractor’s Obligations After Termination** | *[If the employer has made available any employer - supplied materials and/or employer’s equipment in accordance with sub-clause 2.6, include the following:]*  “and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:   * + 1. Deliver to the engineer all employer-supplied Materials and/or employer’s equipment made available to the contractor in accordance with sub-clause 2.6 *[employer-supplied materials and employer’s equipment]*; and     2. Remove all other doods from the site, except as necessary for safety, and leave the site.” |
| **Sub-Clause 17.1 Responsibility for Care of the Works** | On the fourth and fifth lines of the first paragraph, replace “date of completion of the works” with “issue of the taking-over certificate for the works”.  *[If employer- supplied materials are listed in the specification for the contractor’s use in the execution of works, include the following provision. See also sub-clause 2.6 [employer-supplied materials and employer’s equipment]]*  After the two instances of “goods” in the last paragraph, the following is added: “employer- supplied materials”.  *[If employer’s equipment are listed in the employer’s requirements for the contractor’s use in the execution of works, include the following provision. See also sub-clause 2.6 [employer-supplied materials and employer’s equipment]]*  After the two instances of “goods” in the last paragraph, the following is added: “, employer’s equipment,”. |
| **Sub-Clause 17.3**  **Intellectual and Industrial Property Rights** | On the first line of the second paragraph, replace “notice” is replaced with “a notice”. |
| **Sub-Clause 17.7**  **Use of Employer’s Accommodation/Facilities** | The following sub-clause is added as 17.7:  “The contractor shall take full responsibility for the care of the employer-provided accommodation and facilities, if any, as detailed in the specification, from the respective dates of hand-over to the contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the taking-over certificate for the works)  If any loss or damage happens to any of the above items while the contractor is responsible for their care arising from any cause whatsoever other than those for which the employer is liable, the contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the engineer.” |
| **Sub-Clause 18.1**  **Exceptional Events** | Sub-paragraph (c) is substituted with:  “(c) riot, commotion, disorder or sabotage by persons other than the contractor’s personnel and other employees of the contractor and subcontractors;” |
| **Sub-Clause 18.4**  **Consequences of an Exceptional Event** | The following is added at the end of sub-paragraph (b) after deleting the “.”:  “, including the costs of rectifying or replacing the works and/or goods damaged or destroyed by exceptional events, to the extent they are not indemnified through the insurance policy referred to in sub-clause 19.2 *[insurance to be provided by the contractor]*.” |
| **Sub-Clause 18.5**  **Optional Termination** | In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”. |
| **Sub-Clause 19.1**  **General Requirements** | The following paragraphs are added after the first:  “Wherever the employer is the insuring party, each insurance shall be effected with insurers and in terms acceptable to the contractor. These terms shall be consistent with terms (if any) agreed by both parties before the date of the Letter of Acceptance.  This agreement of terms shall take precedence over the provisions of this clause." |
| **Sub-Clause 19.2**  **insurance to be provided by the Contractor** | The following is inserted as the first sentence in sub-clause 19.2:  “The contractor shall be entitled to place all insurances relating to the contract (including, but not limited to the insurance referred to clause 19) with insurers from any eligible source country.” |
| **Sub-Clause 19.2.1**  **The Works** | On the last line of the second paragraph, “clause 12 *[tests after completion]*” is deleted. |
| **Sub-Clause 19.2.5**  **Injury to employees** | The second paragraph is replaced with:  “The employer and the engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the contractor or any other of the contractor’s personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the employer or of the employer's personnel.” |
| **Sub-Clause 20.1**  **Claims** | In a): “any additional payment” is replaced with “payment”. |
| **Sub-Clause 20.2**  **Claims for Payment and/or EOT** | The first paragraph is replaced with:  “If either party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:” |
| **Sub-Clause 21.1**  **Constitution of the DAAB** | In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in sub-clause 3.3 of appendix- General Conditions of Dispute Avoidance/Adjudication Agreement.”  After the second paragraph insert the following paragraph: “If the contract is with a foreign contractor, the DAAB members shall not have the same nationality as the employer or the contractor.” |
| **Sub-Clause 21.2**  **Failure to Appoint DAAB Member (s)** | For both (a) and (b): “by the date stated in the first paragraph of sub-clause 21.1 *[constitution of the DAAB]*” is replaced with: “within 42 days from the date the contract is signed by both parties” |
| **Sub-Clause 21.6**  **Arbitration** | In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:  “arbitration. Arbitration shall be conducted as follows:   1. If the contract is with foreign contractors, unless otherwise specified in the contract data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these rules. The place of arbitration shall be the neutral location specified in the contract data; and the arbitration shall be conducted in the ruling language defined in sub-clause 1.4 *[law and language]*. 2. If the contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the employer’s country.” |

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| **Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement (DAAB)** | | |
| **Title** | | “General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”. |
| **1. Definitions** | | Sub-clause 1.2: In both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.  Sub-clause 1.3:  In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with:  “DAAB Agreement” is as defined under the contract and is”.  In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement”.  In sub-paragraph (c)(ii), “chairman” is replaced with “chairperson”.  Sub-clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub- Clauses under clause 1 “Definitions” renumbered:  Sub-clause 1.7 to 12: Replace all instances of “DAA Agreement” with “DAAB Agreement”.  In sub-clause 1.8 a(i):” authorised representative of the contractor or of the employer” is replaced with: “Contractor’s representative or authorised representative of the employer”. |
| **2.General Provisions** | | Sub-clause 2.2 is deleted in its entirety. |
| **3.Warranties** | | Sub-clause 3.3 is deleted and replaced with the following:  “When appointing the DAAB Member, each party relies on the DAAB Member’s representations, that he/she;   1. Has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; 2. Has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; 3. Has received formal training as an adjudicator from an internationally recognized organization; 4. Has experience and/or is knowledgeable in the type of work which the contractor is to carry out under the contract; 5. Has experience in the interpretation of construction and/or engineering contract documents; 6. Has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and 7. Is fluent in the language for communications stated in the contract data (or the language as agreed between the parties and the DAAB).” |
| **7. Confidentiality** | | In sub-clause 7.3: “or” is deleted after sub-paragraph (b),  and the following added:  “or (d) is being provided to the IFAD.” |
| **9. Fees and Expenses** | | In sub-clause 9.1 (c): “business class or equivalent” is replaced with: “in less than first class”.  In sub-clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively. |
| **10. Resignation and Termination** | | In sub-clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement”. |
| **Annex- DAAB Procedural Rules** | | |
| Rule 4.2 | On the fourth line, “chairman” is replaced with “chairperson”. | |
| Rule 8.3 | On the sixth line, “chairman” is replaced with “chairperson”. | |
| **Form of Dispute Avoidance/Adjudication Agreement** | | |
| All instances of “DAA Agreement” are replaced with: “DAAB Agreement”.  In C (b): “chairman” is replaced with “chairperson”. | | |

**Particular Conditions**

**Part C - Environmental and Social (ES)**

**Metrics for Progress Reports**

*[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ES risks and impacts of the Works and not necessarily by the size of the Contract]*

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 that require treatment and all fatalities;
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:

* 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. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
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 communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
14. Number and date of SEA and SH prevention, sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor’s Personnel (in the reporting period and in the past), etc.
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. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant’s age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
20. Worker grievances;
21. Community grievances
22. Traffic, road safety and vehicles/equipment:
23. Traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
24. Traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
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 clean-ups, 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 SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
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.

**Particular Conditions**

**Part D - IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations**

**(revised on 12 December 2018 (EB 2018/125/R.6)**

**I. Introduction**

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.
2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.
3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

**II. Policy**

**A. General principles**

1. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.
2. The Fund endeavours to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

**B. Prohibited practices**

1. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:
2. A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
3. A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
4. A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
5. A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;
6. An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

**C. Scope**

1. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:
2. IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD staff and non-staff personnel”);
3. Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
4. Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and
5. Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub- suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”.)

**D. Responsibilities**

**(i) Responsibilities of the Fund**

1. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:
2. Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;
3. Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;
4. Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and
5. Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

**(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties**

1. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:
2. Refrain from engaging in prohibited practices;
3. Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
4. Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
5. Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and
6. Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
7. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

**(iii) Responsibilities of recipients**

1. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:
2. Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;
3. During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions[[26]](#footnote-27) and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;
4. Take appropriate action to inform third parties and beneficiaries (defined as “persons whom the Fund intends to serve through its grants and loans”) of the present policy as well as the Fund’s confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;
5. Include provisions in procurement documents and contracts with third parties which:
6. Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
7. Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
8. Inform third parties of the Fund’s jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;
9. Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected
10. by auditors and/or investigators appointed by the Fund;
11. Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;
12. Inform third parties of the Fund’s policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and
13. Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;
14. Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;
15. Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;
16. Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and
17. Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
18. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.
19. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.
20. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD- managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.
21. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

**E. Process**

**(i) Reporting**

1. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund’s website.
2. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.
3. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.
4. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund’s Whistle-blower Protection Procedures.

**(ii) Investigations**

1. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.
2. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
3. Reviews and investigations conducted by the Fund are, inter alia:
4. Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund’s legal framework;
5. Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and
6. Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund’s rules and procedures, not by local laws.
7. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

**F. Sanctions and related measures**

**(i) Temporary suspensions**

1. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.
2. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

**(ii) Sanctions**

1. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.
2. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.
3. The Fund may apply any of the following sanctions or a combination thereof:
4. Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;
5. Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;
6. Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;
7. Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund’s resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and
8. Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.
9. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.
10. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.[[27]](#footnote-28)

**(iii) Disciplinary measures**

1. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

**G. Referrals and information-sharing**

1. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals or entities under investigation and any other persons, such as witnesses, who are involved in the case.
2. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.
3. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

**H. Operational responses to Prohibited Practices**

**(i) Rejection of an award of contract**

1. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

**(ii) Declaration of misprocurement and/or ineligibility of expenditures**

1. The Fund may, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

**(iii) Suspension or cancellation of loan or grant**

1. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.

Section VIII. Contract Forms

This section contains forms which, once completed, will form part of the contract. The forms for performance security, self-certification form for contractors, and advance payment security, when required, shall only be completed by the successful bidder after contract award.

**Notice of Intent to Award**

*Insert project logo (if existing)*

*[The Notice of Intent to Award shall be filled in and sent to the successful Bidder in accordance with ITB Clause 43.]*

For the attention of the 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]*

**DATE OF TRANSMISSION**: *[insert date]*

**Procuring entity:** *[insert the name of the procuring entity]*

**Procurement title:** *[insert]*

**Ref no:** *[insert]*

This notice of intent to award (NOITA) notifies you of our decision to award the above contract to *[insert the successful bidder].*

Please note that this notice does not constitute any contract between the procuring entity and the bidder and neither establishes any legal rights or obligations for the procuring entity or bidder.

***[IMPORTANT: provide the results of the evaluation and the prices of each bidder [if applicable] in this NOITA].***

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder | Points scored | Bid price | Evaluated bid price  *(if applicable)* |
| *[insert name]* | *[insert points]* | *[insert bid price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert bid price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert bid price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert bid price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert bid price]* | *[insert evaluated price]* |

If your bid has not been successful, 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 *[insert number of stated in the bidding document and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of this NOITA.

If your request for a debriefing is received within the deadline above, we will provide the debriefing within *[insert number stated in the bidding document and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of your request.

The debriefing may be in writing, by 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.

The period within which you can protest the procurement proceedings lasts *[insert number stated in the bidding document and see the module M2 on protests in the IFAD Procurement Handbook for more information]* business days after the date of transmission of this NOITA.

Yours sincerely,

Authorised Official

**Form of Letter of Acceptance**

*[Letterhead paper of the employer]*

*[date]*

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

This is to notify you that your bid dated *[date]* for execution of the *[insert name of the contract and identification number, as given in the bidding document]* for the accepted contract amount of the equivalent of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to bidders, is hereby accepted by us in our capacity as employer under the contract.

Within twenty-eight (28) days of your receipt of this Letter of Acceptance and the attached Contract Agreement you are hereby instructed to (a) sign and return the attached contract agreement in accordance with sub-clause 1.6 of the General Conditions of Contract; (b) complete and return the compliance with Sanctions Certification Form included in Section VII (C.) – Contract Forms; (c) complete and return the Self-Certification Form for Contractors and (d) forward the Performance Security (including the ES Performance Security, if applicable) in accordance with Sub-Clause 4.2 of the General Conditions of Contract, using for that purpose the form/s of Performance Bank Guarantee included in Section VII (C) – Contract Forms, or another form acceptable to us.

Authorized Signature:

Name and Title of Signatory:

*[insert proper name of the employer]*

**Attachment: Contract Agreement**

**Contract Agreement**

This contract agreement (this “contract”) is made as of the *[day]* of *[month]*, *[year]*, between *[full legal name of the employer]* (the “employer”), on the one part, and *[full legal name of contractor]* (the “contractor”), on the other part.

*[Note: If the contractor consists of more than one entity, the following should be used]*

This contract agreement (this “contract”) made as of the *[day]* of *[month]*, *[year]*, between *[full legal name of the employer]* (the “employer”), on the one part, and *[full legal name of lead contractor]* (the “consultant”) in *[joint venture / consortium / association]* with *[list names of each joint venture entity]*, on the other part, each of which will be jointly and severally liable to the employer for all of the contractor’s obligations under this contract and is deemed to be included in any reference to the term “contractor.”

**Recitals**

Whereas,

1. The International Fund for Agricultural Development (“the Fund” or “IFAD”) and the government of *[country]* (the “government”) have entered into a financing agreement. The government, acting through the employer, intends to apply a portion of the proceeds of the funding to eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the financing agreement and related documents, including restrictions on the use, and conditions to disbursement. No party other than the government and the employer shall derive any rights from the financing agreement or have any claim to the proceeds of the funding; and
2. The employer invited bids for the provision of certain works identified in this contract and has accepted a bid by the contractor for the supply of those works on the terms and conditions set forth in this contract.

Now this contract agreement witnesseth as follows:

1. In this contract agreement, words and expressions shall have the same meanings as are respectively assigned to them in the contract.
2. The documents identified in sub-clause 1.5 of the General Conditions of Contract and the Particular Conditions of Contract shall be deemed to form and be read and construed together as part of the contract and the priority of such documents shall be as provided in such sub-clause 1.5.
3. In consideration of the payments to be made by the employer to the contractor as provided in the contract, the contractor hereby covenants with the employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
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 contract agreement to be executed the day and year first before written.

|  |  |
| --- | --- |
| For *[full legal name of the employer]*: | For *[full legal name of the contractor]*: |
| Signature | Signature |
| Name | Name |
| Witnessed by | Witnessed by |

*[Note: If the contractor consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the members of the contractor

*[Name of Member]*

*[Authorized Representative]*

*[Name of Member]*

*[Authorized Representative]*

**Bank Guarantee for Performance Security**

*[The bank, as requested by the contractor, shall fill in the form in accordance with the instructions indicated]*

Bank’s branch or office: *[insert complete name and address of guarantor]*

Beneficiary: *[insert complete name and address of the employer]*

Date: *[insert date of issue]*

Performance guarantee No.: *[insert performance guarantee number]*

We have been informed that *[insert complete name of contractor]* (hereinafter called the “contractor”) has entered into contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with *[name of employer]* (hereinafter called “the beneficiary”), for the supply of *[description of works provided]* (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 as guarantor, hereby irrevocably undertake to pay the beneficiary any sum(s) not exceeding in total an amount of *[insert amount(s) in words and figures]* upon receipt by us of the beneficiary’s first demand in writing declaring the contractor to be in default under the contract, without cavil or argument, or need to prove or to show grounds or reasons for the beneficiary’s demand of the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]* *[note - expiration date to be calculated based on the provisions of GCC clause 4.2]*, and any demand for payment under it must be received by us at this office on or before that date.

*[Issuing bank to delete whichever is not applicable]* We confirm that *[we are a financial institution legally authorized to provide this guarantee in the beneficiary’s country]* *[OR]* *[we are a financial institution located outside the beneficiary’s country but have a correspondent financial institution located in the beneficiary’s country that will ensure the enforceability of this guarantee. The name of our correspondent bank and contact information is as follows: [provide name, address, phone number, and email address]]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, 2010 Revision, ICC Publication No. 758, except that the supporting statement requirement of Article 15(a) is hereby excluded and as may otherwise be stated above.

|  |  |
| --- | --- |
| For the bank | For the contractor |
| Signature | Signature |
| In the capacity of: | In the capacity of: |
| Date: | Date: |

**Environmental and Social (ES) Performance Security**

**ES Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

ES 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 vontract, a performance guarantee is required.

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ ( ),[[28]](#footnote-29) 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 and/or Social, (ES) 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… 2[[29]](#footnote-30), 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.]

**Bank Guarantee for Advance Payment**

*[The bank, as requested by the contractor, shall fill in the form in accordance with the instructions indicated]*

Bank’s branch or office: *[insert complete name and address of guarantor]*

Beneficiary: *[insert complete name and address of employer]*

Date: *[insert date of issue]*

Advance payment guarantee No.: *[insert advance payment guarantee number]*

We have been informed that *[insert complete name of contractor]* (hereinafter called "the contractor") has entered into contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with *[name of employer]* (hereinafter called “the beneficiary”), for the supply of *[description of works provided]* (hereinafter called "the contract").

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

At the request of the contractor, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum(s) not exceeding in total an amount of *[insert amount(s) in words and figures]* upon receipt by us of the beneficiary’s first 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 contractor has failed to repay the advance payment, in full or in part, in accordance with the terms of the contract, and the amount of the advance payment the contractor has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above has been credited to the contractor on its account number *[insert number]* at *[insert name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that *[insert percentage]* percent of the contract price has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

*[Issuing Bank to delete whichever is not applicable]* We confirm that *[we are a financial institution legally authorized to provide this guarantee in the employer’s country]* *[OR]* *[we are a financial institution located outside the employer’s country but have a correspondent financial institution located in the employer’s country that will ensure the enforceability of this guarantee. The name of our correspondent bank and contact information is as follows: [provide name, address, phone number, and email address]*.

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 and as may otherwise be stated above.

|  |  |
| --- | --- |
| For the bank | For the contractor |
| Signature | Signature |
| In the capacity of: | In the capacity of: |
| Date: | Date: |

**Self-Certification Form**

This self-certification form is to be completed by the contractor. The contractor shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

|  |  |
| --- | --- |
| Full legal name of contractor: |  |
| Full legal name of contractor's legal representative and position: |  |
| Full name and number of contract: |  |
| Project with which contract was signed: |  |
| Country: |  |
| Date: |  |

I hereby certify that I am the authorized representative of *[name of the contractor]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the contractor and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD’s Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at [www.ifad.org/anticorruption\_policy](http://www.ifad.org/anticorruption_policy)) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| * The contractor certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract. * The contractor declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")[[30]](#footnote-31) and/or temporary suspensions have been imposed on the contractor and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:  |  |  |  |  |  | | --- | --- | --- | --- | --- | | Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension) | Imposed by | Name of party convicted, sanctioned or suspended (and relationship to contractor) | Grounds for the measure (i.e., fraud in procurement or corruption in contract execution) | Date and time (duration) of measure | |  |  |  |  |  | |  |  |  |  |  |   If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.   * The contractor certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse. * The contractor certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they: * Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ; * Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract; * Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract; * Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and * Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity’s board of directors or its personnel , the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing. * **[To be completed only if the previous boxes were not checked]**   The contractor declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund’s discretion:  [provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]   * The contractor certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.   **OR**   * **[To be completed only if the previous box was not checked]**   The contractor declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:   * [Name of Recipient/Address/Date/Reason/Amount] * [Name of Recipient/Address/Date/Reason/Amount] * The contractor acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract. |

**Instructions for completing the self-certification form**

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

**The contractor should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.**

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the contractor itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the contractor should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the contractor believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the contractor to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the contractor as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.

1. In fixed price contracts, delete “Bill of Quantities” and replace with “Activity Schedule” [↑](#footnote-ref-2)
2. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-3)
3. Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations. [↑](#footnote-ref-4)
4. An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the employer, has more than 50 percent ownership by nationals of the country of the employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the employer or have more than 50 percent ownership by nationals of the country of the employer, and the JV shall be registered in the country of the borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference. [↑](#footnote-ref-5)
5. Non performance, as decided by the employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-6)
6. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-7)
7. 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-8)
8. The employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-9)
9. 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-10)
10. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-11)
11. 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-12)
12. 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-13)
13. 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-14)
14. 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-15)
15. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. [↑](#footnote-ref-16)
16. Requirement can be met through a Specialized Sub-contractor [↑](#footnote-ref-17)
17. The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/. [↑](#footnote-ref-18)
18. The method of measurement should be spelled out precisely in the preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the Standard Method of Measurement of the U.K. Institution of Civil Engineers. [↑](#footnote-ref-19)
19. The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used. [↑](#footnote-ref-20)
20. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-21)
21. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-22)
22. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-23)
23. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-24)
24. If applicable [↑](#footnote-ref-25)
25. The General Conditions of Contract that shall be used with this Standard Bidding Document are the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or “FIDIC”), First Edition 1999, or its latest revision or amendment. [↑](#footnote-ref-26)
26. The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group. [↑](#footnote-ref-27)
27. The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions. [↑](#footnote-ref-28)
28. *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-29)
29. *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-30)
30. The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/. [↑](#footnote-ref-31)