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**Standard  
Procurement Documents**

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**Request for  
Bids**

**Procurement of non-FIDIC Large Works**

**International Competitive Bidding (ICB)**

1st Edition

December 2020

*insert*

*project logo*

*(if existing)*

*[insert procuring entity / employer]*

Request for Bids – Works

for

*[insert procurement title]*

Ref No:*[insert ref #]*

**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.

It is intended to be used for works under the ICB procurement method where simpler conditions of contract than those of FIDIC are deemed suitable for the nature of works being bid and also offering the opportunity to use either admeasurement (unit price or unit rate) type of contract or lump sum contract.

Lump sum contracts may be used for works where the engineering design has been completed with full definition of the works’ physical and qualitative characteristics before bids are invited, or where the risks of substantial design variations and unforeseen underground conditions are minimal. In lump-sum contracts, the concept of priced “activity schedules” is used, to enable payments to be made on the basis of the percentage completion of each activity schedule.

This SBD is consistent with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and the IFAD Social, Environmental and Climate Assessment Procedures (SECAP) 2020.

This SBD assumes that no prequalification has taken place before bidding and that postqualification of the bidder submitting the bid with the best value for money will take place as per the bidder’s qualification forms enclosed in Section III.

**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 around USD 5 million but under 10 million USD or its equivalent. This SBD can be used in projects where environmental, social and climate risks are categorised as high or substantial or moderate or low under IFAD- SECAP. A brief description 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 contracts. The text of the clauses in this section shall not be modified.

**Section II Bid Data Sheet (“BDS”)**

This section sets out the particular 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 Requirements**

This section describes the criteria and requirements to determine the responsive bid offering the best value for money to the employer plus the forms to verify the qualifications of the bidder to perform the contract.

**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 the works (scope of works) to be procured and includes the following sub-sections:

***Scope of Works***

This sub-section describes the scope of the works, a description of the works sections and different lots (if applicable).

***Technical specifications***This sub-section and presents a clear statement of the required standards for materials, plant, supplies, and workmanship to be provided as developed by the design engineer.

***Environmental and Social (ES) requirements***The ES requirements reference applicable standards and codes, key personnel requirements, and environmental, social, health, and safety requirements to be satisfied by the contractor in executing the works. These 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 as well as 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.

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

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

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

This section contains the form of contract proposed to be entered into between the employer and contractor. The text of the general conditions of contract clauses in this section shall not be modified.

The appendices are:

Appendix A: revised IFAD Anti-Corruption Policy;

Appendix B: environmental and social reporting metrics (requirements) by the winning contractor in its periodic reports.

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

This section contains the contract data (particular conditions of contract) that supplement the GCC clauses and that are to be completed by the employer for each procurement of works.

**Section VIII Contract Forms**

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

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

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Invitation for Bids

*[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 purchase. 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 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]*

Part 1: Bidding and Selection Procedure

Section I. Instructions to Bidders

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**Instructions to Bidders**

|  |
| --- |
| 1. General |

|  |  |
| --- | --- |
| 1. Scope of bid | * 1. The employer as **identified in the BDS** has issued an invitation for bids along with this bidding document for the procurement of works as specified in Part 2, Works Requirements. The name and identification number of the contract, and number 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:      1. The term “in writing” means communicated in written form with proof of receipt;      2. If the context so requires, “singular” means “plural” and vice versa;      3. “Day” means calendar day, unless otherwise specified as “business day”. A business day is any day that is official working day of the borrower.      4. “IFAD” or “the Fund” means the International Fund for Agricultural Development.      5. “Bid” means a bid for the provision of the works submitted by a bidder in response to this bidding document.      6. “Bid security” or “bid securing declaration” means the security a bidder may be required to furnish as part of its bidder in accordance with ITB clause 22.      7. “Bidder” means any eligible entity or person, including any associate of such eligible entity or person that submits a bid.      8. “borrower/recipient” means the Government, Government agency or other entity that signs the Financing Agreement with the Fund. It connotes that this entity signed an agreement for a loan.      9. “SECAP” means IFAD’s Social Environmental and Climate Assessment Procedures (SECAP). |
| 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. Development (“the Fund”) [*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 financing agreement prohibits 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 employer 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 Appendix A to Section VI General Conditions of Contract (EB 2018/125/R.6, hereinafter “IFAD’s Anti-Corruption Policy”).   2. For the purposes of these provisions, and consistent with IFAD’s Anticorruption 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 Anticorruption 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 employer 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. Employers, 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 employer, 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 standards | * 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   **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 7.8 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.   7.8 Bidders that are Government-owned enterprises or institutions in the employer’s country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the employer. To be eligible, a government-owned enterprise or institution shall establish to the IFAD’s satisfaction, through all relevant documents, including its charter and other information the 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. Section 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. Drawings   **Part 3 – Conditions of Contract and Contract forms**  Section VI. General conditions of contract and appendices  Section VII. Particular conditions of contract  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. |
| 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 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 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 in accordance with ITB 15;          2. completed schedules as required in Section IV, Bidding Forms,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 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 name of the potential adjudicator and attach its curriculum vitae. The name of the potential adjudicator proposed by the employer in ITB BDS 49.1 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 (or activity schedule) and technical offer information, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to its 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 shall **be identified in the BDS**, then the method for their evaluation will be stipulated in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements 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 (or activity schedule) 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 (or activity schedule). 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 (or activity schedule).   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 ITB 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 [[4]](#footnote-5) and the total Bid price submitted by the Bidder. |
| 1. Currencies of bid | * 1. The currency(ies) of the bid shall be as **specified in the BDS**.   2. Bidders may be required by the employer to justify, to the employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the schedule of adjustment data are reasonable[[5]](#footnote-6), 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 bidders’ proposal to meet the work’s requirements and the completion time. The bidder shall include in its technical proposal its Management Strategy and Implementation Plan (MSIP) which shall indicate its conformance with 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 Requirements, to establish that the bidder’s qualifications meet the 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** after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.   2. In exceptional circumstances, prior to the expiration of the bid validity period, the employer may request bidders to extend the period of validity of their bids. The request and the 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. in the case of fixed price contracts, the contract price shall be the bid price adjusted by the factor **specified in the BDS**;        2. in the case of adjustable price contracts, no adjustment shall be made; or        3. in any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above. |
| 1. Bid security | * 1. The bidder shall submit as part of its bid, either a bid security or a bid-securing declaration, as **specified in the BDS**, in original form. If 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 22.2 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, the environmental and social (ES) performance security pursuant to ITB 42.   3. Any bid not accompanied by a compliant 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/ies as described in ITB clause 47; or * sign the contract in accordance with ITB clause 46   1. The bid security 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 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.   22.5 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. Bidders may submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders are reminded that distance and customs formalities may require longer than expected delivery times.      + - 1. For all bids submitted in hard copy, bidders shall enclose the original and each copy of the bid in separate sealed envelopes, duly marking the envelopes as “original” and “copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.          2. Bidders submitting bids electronically, **if so permitted in BDS**, shall follow the electronic bid submission procedures **specified in the BDS**.   2. The inner and outer envelopes containing bids shall:      + - 1. bear the name and address of the bidder;          2. be addressed to the employer at the address **specified in the BDS**;          3. bear the specific identification number of this contract as indicated in ITB clause 1.1 and any additional identification marks as **specified in the BDS**;          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.”   3. If all envelopes are not sealed and marked as required, the employer will assume no responsibility for the misplacement or premature opening of the bid. |
| 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**.   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 cost of the bidders.   27.3 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 bid submission form 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 the BDS, shall be as **specified in the BDS**.   2. First, submissions marked “withdrawal” shall be opened and read out, while bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 25 shall not be opened and shall be returned unopened to the bidder, at the bidder’s cost. 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, submissions 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, at the bidder’s request and cost. 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. Submissions 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 submissions 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), 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 which 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 at the request and cost of 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. Submission and Opening 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 notice of intent to award has been issued 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 Fund’s Anti-fraud and 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. Clarification 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.   2. If a bidder does not provide clarifications of its bid by the date and time set in the employer’s request for clarification, its bid may be rejected. |
| 1. Deviations, reservations, and omissions | * 1. During the evaluation of bids, the following definitions apply: * “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 ITB 14.   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: * (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or * (ii) limit in any substantial way, inconsistent with this bidding document, the employer’s rights or the bidder’s obligations under the proposed contract; or   + - * 1. 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 | 33.1 Provided that a bid is substantially responsive, the employer may waive any nonconformities in the bid.  33.2 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.  33.3 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 | 34.1 Provided that the bid is substantially responsive, the employer shall correct arithmetical errors on the following basis:   1. only for admeasurement contracts, 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.   34.2 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 22.2(b) or alternatively the bid securing declaration is enforced by the employer. |
| 1. Conversion to single currency | 35.1 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[[6]](#footnote-7) shall not apply. |
| 1. Subcontractors | * 1. Unless otherwise **stated in the BDS**, the employer does not intend to execute any specific elements of the works by subcontractors selected in advance by the employer.   2. The subcontractor’s qualifications shall not be used by the bidder to qualify for the works unless their specialized parts of the works were previously **designated by the employer in the BDS** as can be met by subcontractors referred to hereafter as ‘specialized subcontractors’, in which case, the qualifications of the specialized subcontractors proposed by the bidder may be added to the qualifications.   3. Bidders may propose subcontracting up to the percentage of the 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 Requirements 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 applicable as per ITB 36.1;          7. the additional evaluation factors are specified in Section III, bid examination, bid 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 combination of lots 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. Comparison of bids | 39.1 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-qualification of the winning bidder | * 1. The employer shall determine to its satisfaction whether the bidder who is selected as having submitted the bid that provides the best value for money and which is considered substantially responsive to this bidding document is qualified to perform the contract satisfactorily.   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 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 award 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 a bid protest and the resolution of any bid challenges that are submitted. 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 exercise. 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 protests | * 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 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 general conditions of contract, 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 award and return of bid securities | * 1. Upon receipt of the signed contract agreement and a 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. |
| 1. Adjudicator | * 1. The employer proposes the person named **in the BDS** to be appointed as adjudicator under the contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the bidder disagrees with this proposal, the bidder should so state in his bid. If, in the letter of acceptance, the employer does not agree on the appointment of the adjudicator, the employer will request the appointing authority designated in the particular conditions of contract (PCC) pursuant to clause 23.1 of the general conditions of contract (GCC), to appoint the adjudicator. |

Section II. Bid Data Sheet (BDS)

Bid Data Sheet

|  |  |
| --- | --- |
| 1. General | |
| ITB clause 1.1 | The “employer” means *[full legal name of the employer].* |
| ITB clause 1.1 | The name and identification of the proposed contract is:  *[insert name and identification number]*  The number and description of the lot(s) is:  *[insert number and description]* |
| ITB clause 2.1 | The borrower/recipient is: *[insert name of the borrower and statement of relationship with the employer, if different from the borrower. 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]* |
| 1. Contents of bidding documents | |
| ITB clause 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 procurement agent  Address: *[insert mailing address]*  Email: *[insert email address]*  Employer’s website address: *[insert website address]* |
| ITB clause 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]*. Attendance is *[mandatory]* or *[strongly advised for all prospective bidders or their representatives].*  *[delete whichever is not appropriate]* |
| 1. Preparation of bids | |
| ITB clause 13.1 | The bid shall be written in English. |
| ITB clause 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) and code of conduct for contractor’s personnel]*  OR  *[Insert “Not applicable”]*  *[delete whichever is not appropriate]* |
| ITB clause 16.1, 16.2 and 16.4 | Alternative bids *[shall/shall not]* be considered.  OR  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]*  *[If alternatives shall be considered, the methodology shall be defined in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements. See Section III for further details]* |
| ITB clause 17.1 | Discounts *[insert shall or shall not]* be considered.  If discounts are permitted, then the methodology for their application must be indicated in the letter of bid completed by the bidder. The evaluation method is specified in Section III. |
| ITB clause 17.1 | The bid price shall be quoted by the bidder in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert 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”) and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV, Bidding Forms. |
| ITB clause 17.5 | The prices quoted by the bidder *[insert shall or shall not]* be subject to adjustment |
| ITB clause 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 clause 21.1 | The bid validity period is *[insert number of days].* |
| ITB clause 21.3 | For fixed price contracts the bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_  *[The local currency portion of the contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]* |
| ITB clause 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 clause 23.1 | The written confirmation of authorization to sign on behalf of and bind the bidder shall consist of: *[insert details].* |
| ITB clause 23.2 | The number of copies of the bid submitted shallbe *[insert number].* |
| 1. Submission and opening of bids | |
| ITB clause 24.1 and 24.1 (b) | Bids *[may/may not]* be submitted electronically.  *[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]*  The address for the electronic submission of bids is: *[insert address]*  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 clause 24.2 (b) | For hard copy submission of bids only, the employer’s address is:  *[full legal name of the employer]*  Att.: *[title of responsible official]*  Address: *[insert full address]* |
| ITB clause 24.2 (c) | Invitation for bids title and procurement number: *[insert the procurement number]*  Identification marks on the envelopes shall include:  *[insert details]* |
| ITB clause 25.1 | The deadline for submission of bids is as follows:  *[insert date and time]* (local time) |
| 1. Evaluation and comparison of bids | |
| ITB clause 28.1 | For bid opening purposes only, the employer’s address is:  *[full legal name of the employer]*  Att.: The procurement agent of *[name of employer]*  Address:  E-mail:  *[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(b), the bid opening procedures shall be:  *[insert description of the procedures]* |
| ITB clause 35.1 | The currency that shall be used for bid evaluation and comparison is: *[insert details 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 clause 36.1 | Domestic preference *[insert either “shall” or “shall not”]* be a factor in evaluation.  If domestic preference applies, the application methodology shall be defined in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements . |
| ITB clause 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 clause 37.2 | *[Indicate N/A if not applicable]*  The parts of the works for which the employer permits bidders to propose specialized subcontractors are designated as follows:  a. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  b. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  c. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  For the above-designated parts of the works that may require specialized subcontractors, the relevant qualifications of the proposed specialized subcontractors will be added to the qualifications of the bidder for the purpose of evaluation. |
| ITB clause 37.3 | The maximum allowable percentage for subcontracting is: *[insert the “percentage” or insert “shall not” apply]* |
| ITB clause 38.3 | *[If other factors other than the bid price will be used in financial evaluation, insert the following text and insert the applicable evaluation criteria from the list below. Otherwise, insert “not applicable”]*  a) 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].*  b) 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)  c) Domestic preference  d) 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 clause 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 clause 47.1 | In addition to the performance security, the employer also requires the successful bidder to present an environmental and social 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 performance security]*. |
| ITB clause 49.1 | The adjudicator proposed by the employer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[insert name and address of proposed adjudicator].* The hourly fee for this proposed adjudicator shall be: \_\_\_\_\_\_\_\_\_ *[insert amount and currency].* The biographical data of the proposed adjudicator is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[provide relevant information, such as education, experience, age,* *nationality, and present position; attach additional pages as necessary]* |

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

*[This section may be modified by the employer to meet the needs of the 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’s including through contact of the bidder’s references and other sources in order to verify records of past performance and other bidder’s 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 the eligibility of the 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 the review of the documents comprising the 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 and is focusing only on price and price-related criteria. The overall 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 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:

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

(b) After bids have been received and reviewed by the borrower, responsive bids shall be classified into the following groups:

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

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

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from group A is the lowest, it shall be selected for the award. If a bid from group B is the lowest, as a second evaluation step, all bids from group B shall then be further compared with the lowest evaluated bid from Group A. For the purpose of this further comparison only, an amount equal to 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).

**E. 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:

Update of information

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.

Specialized subcontractors

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

Financial resources

Using the forms FIN-4.1, FIN-4.3, FIN-4.4 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:

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

…………………………………………………………………………………

and

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

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.

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.

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 the year that is to be converted were 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.

*[In the case that no prequalification was undertaken, the bidder must complete all the bidding forms and the employer must fill the blank spaces of the requirements columns of the qualification assessment table below.]*

**Qualification Assessment Table**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Eligibility and Qualification Criteria | | | | | Compliance Requirements | | | Documentation |
| No | Subject | Requirement | Single  Entity | | Joint Venture (existing or intended) | | | Submission Requirements |
| All parties combined | Each Member | One Member |
| Eligibility | | | | | | | | |
| 1.1 | Nationality | Nationality in accordance with ITB 7 | Must meet requirement | | Must meet requirement | Must meet requirement | N/A | Forms ELI 1.1 and ELI 1.2 with attachments |
| 1.2 | Conflict of interest | No conflict of interest in accordance with ITB 7 | Must meet requirement | | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.3 | Eligibility as per IFAD | Not having been declared ineligible by IFAD, declaration of all other sanctions in line with ITB 7 | Must meet requirement and must make declaration | | Must meet requiremen. | Must meet requirement and must make declaration | N/A | Letter of Bid |
| 1.4 | 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 ELI 1.2 with attachments |
| 1.5 | United Nations resolution or Borrower’s country law | Not having been excluded as a result of prohibition in the borrower’s country laws or official regulations against commercial relations with the bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 7 | Must meet requirement | | Must meet requirement | Must meet requirement | N/A | Forma ELI 1.1 and ELI 1.2 with attachments |
| 1. Historical Contract Non Performance | | | | | | | | |
| 2.1 | History of non performing contracts | Non performance of a contract[[7]](#footnote-8) did not occur as a result of contractor default since 1st January *[insert year]* | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON-2 |
| 2.2 | Suspension based on execution of bid securing declaration by the employer or withdrawal of the bid within bid validity | Not under suspension based on execution of a bid securing declaration pursuant to ITB 7.6 | | Must meet requirement | Must meet requirement | Must meet requirement[[8]](#footnote-9) | N/A | Letter of Bid |
| 2.3 | Pending litigation | Bidder’s sound financial position and prospective long term profitability according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the bidder | | Must meet requirement | N/A | Must meet requirement | N/A | Form CON 2 |
| 2.4 | Litigation history | No consistent history of court/arbitral award decisions against the bidder[[9]](#footnote-10) since 1st January *[insert year]* | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON 2 |
| 2.5 | Declaration: environmental 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.[[10]](#footnote-11) | | Must make the declaration. Where there are specialized sub-contractor/s, the specialized sub-contractor/s must also make the declaration | N/A | Each must make the declaration. Where there are specialized sub-contractor/s, the specialized sub-contractor/s must also make the declaration | N/A | Form ES-3 ES performance declaration |
| 1. Financial Situation and Performance | | | | | | | | |
| 3.1 | Financial capabilities | (i) The bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_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 requirement  Must meet requirement  Must meet requirement | Must meet requirement  Must meet requirement  N/A | N/A  N/A  Must meet requirement | N/A  N/A  N/A | Form FIN 4.1 with attachments |
| 3.2 | 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 4.2 |
| 1. Experience | | | | | | | | |
| 4.1(a) | General construction experience | Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last \_\_\_\_\_\_\_\_years, starting 1st January \_\_\_\_\_. | | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP 5.1 |
| 4.2(a) | Specific construction & contract management experience | (i) A minimum number of similar [[11]](#footnote-12) contracts specified below that have been satisfactorily and substantially[[12]](#footnote-13) completed as a prime contractor, joint venture member,[[13]](#footnote-14) management contractor or sub-contractor 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 requirement | Must meet requirement[[14]](#footnote-15) | N/A | N/A | Form EXP 5.2 (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 requirement | N/A | “Must meet requirement for one contract (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[[15]](#footnote-16) 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[[16]](#footnote-17): *[list activities indicating volume, number or rate of production as applicable[[17]](#footnote-18)]* | | Must meet requirements | Must meet requirements | N/A | Must meet the following requirements for the key activities listed below[[18]](#footnote-19) *[list key activities and the corresponding* *minimum requirements]* | Form EXP 5.2 |
| 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 requirements | Must meet requirement | 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 one member otherwise state: ”N/A”]* | Form EXP 5.2 |

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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 document, including addenda issued in accordance with instructions to bidders (ITB11);
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 lost (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")[[19]](#footnote-20) in accordance with ITB clause 7, beyond those declared in paragraph 13 of this letter of bid.
5. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. 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](mailto: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:

those prices;

the intention to submit an offer; or

the methods or factors used to calculate the prices offered.

1. 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
2. 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.
3. 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 5. Further, we acknowledge and understand our obligation to report to [ethicsoffice@ifad.org](mailto: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.
4. 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 purchaser 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 adjudicator: we accept the appointment of *[insert name proposed in bid data sheet]* as the adjudicator. *[or]*

We do not accept the appointment of *[insert name proposed in bid data sheet]* as the adjudicator, and propose instead that *[insert name]* be appointed as adjudicator, whose daily fees and biographical data are attached.

Name of the bidder

*[In the case of the bid submitted by joint venture specify the name of the joint venture as bidder]*

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

*[Person signing the bid shall have the power of attorney given by the bidder to be attached with the bid]*

Title of the person signing the bid

Signature of the person named above

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

Schedules

Bill of Quantities

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

**Objectives**

The objectives of the bill of quantities are:

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

(b) when a contract has been entered into, to provide a priced bill of quantities for use in the periodic valuation of works executed.

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

**Daywork schedule**

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

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

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

**Provisional sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the summary bill of quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the summary priced bill of quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the particular conditions of contract should state the manner in which they shall be used, and under whose authority (usually the project manager’s).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the bill of quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful bidder as prime contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the bill of quantities inviting the bidder to quote a sum for such amenities, facilities, attendance, etc.

Sample Bill of Quantities[[20]](#footnote-21)

**(Local Currency and Foreign Currency)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item No. | Description | Unit | Quantity | Rate | Amount |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  | *[To be entered by the employer; delete if not applicable:] Provisional sums for additional ES outcomes.* |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total | | | | | * - |

Activity Schedule

|  |  |  |  |
| --- | --- | --- | --- |
| Item No. | Description | Unit | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | *[To be entered by the employer; delete if not applicable:] provisional sums for additional ES outcomes.* |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Schedule of Payment Currencies

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of section of the works]*

Separate tables may be required if the various sections of the works (or of the bill of quantities) will have substantially different foreign and local currency requirements. The employer should insert the names of each section of the works.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | A | B | C | D |
| Name of payment currency | Amount of currency | Rate of exchange to local currency | Local currency equivalent C = A x B | Percentage of -total bid price (TBP) -100xC  TBP |
| Local currency |  | 1.00 |  |  |
| Foreign currency #1 |  |  |  |  |
| Foreign currency #2 |  |  |  |  |
| Foreign currency #3 |  |  |  |  |
| Total bid price |  |  |  | 100.00 |
| Provisional sums expressed in local currency |  | 1.00 |  |  |
| Total bid price (Including provisional sum) |  |  |  |  |

Schedule(s) of Adjustment Data

Table A Local Currency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Index Code | Index Description | Source of Index | Base Value and Date | Bidder’s Local Currency Amount | Bidder’s Proposed Weighting |
|  | Nonadjustable A Adjustable B |  |  |  | A: \* B: \* |
|  |  |  | Total |  | 1.00 |

*[\* To be entered by the employer. Whereas “A” should a fixed percentage while B represents the percentage of the adjustable inputs of the works. The total weighting of A & B= 1.00]*

Table B Foreign Currency

Name of currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Index Code | Index Description | Source of Index | Base Value and Date | Bidder’s Currency in Type/Amount | Bidder’s Proposed Weighting |
|  | Nonadjustable |  |  |  | A: \* B: \* |
|  |  |  | Total |  | 1.00 |

*[\* To be entered by the employer. Whereas “A” should a fixed percentage while B represents the percentage of the adjustable inputs of the works. The total weighting of A & B= 1.00]*

The adjustment formula as per GCC 49 is of the type specified below and will be applied to each contract currency separately:

Pc = Ac + Bc Imc/Ioc

where:

Pc is the adjustment factor for the portion of the contract price payable in a specific currency “c.”

Ac and Bc are coefficients[[21]](#footnote-22) specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the contract price payable in that specific currency “c;” and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before bid opening for inputs payable; both in the specific currency “c.”

Daywork Schedules

**Schedule of Dayworks Rates: Contractor’s Equipment**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item No. | Description | Nominal Quantity (hours) | Basic hourly rental rate | Extended amount |
|  |  |  |  |  |
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|  |  |  |  |  |
|  | Allow percent[[22]](#footnote-23) of subtotal for contractor’s overhead, profit, etc |  |  |  |
|  |  |  |  |  |
| Total for dayworks: contractor’s equipment (carried forward to dayworks summary, p. ) | | | |  |

**Dayworks Summary**

|  |  |  |
| --- | --- | --- |
|  | *Amount[[23]](#footnote-24) ( )* | *% 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. ) |  |  |

Forms of Bid Security

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 *[date of submission of bid]* for the execution of *[name of contract]* under invitation for bids no *[insert IFB number[* (hereinafter called “the Bid”).

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 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:

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

(b) having been notified of the acceptance of our bid by the employer during the period of bid validity, (i) fail or refuse to 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.]*

Technical Proposal

Form PER-1: Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified key personnel to perform the contract. The data on their experience should be supplied using the form PER-2 below for each candidate.

|  |  |  |
| --- | --- | --- |
| 1. | Title of position | |
|  | Name of candidate | |
|  | Duration of appointment | *[insert the whole period (start and end dates) for which this position will be engaged]* |
|  | Time commitment for this position | *[insert the number of days/week/months/ that has been scheduled for this position]* |
|  | Expected time schedule for this position | *[insert the expected time schedule for this position (e.g. attach high level Gantt chart]* |
| 2. | Title of position: *[environmental specialist]* | |
|  | Name of candidate | |
|  | Duration of appointment | *[insert the whole period (start and end dates) for which this position will be engaged]* |
|  | Time commitment for this position | *[insert the number of days/week/months/ that has been scheduled for this position]* |
|  | Expected time schedule for this position | *[insert the expected time schedule for this position (e.g. attach high level Gantt chart]* |
| 3. | Title of position *[health and safety specialist]* | |
|  | Name of candidate | |
|  | Duration of appointment | *[insert the whole period (start and end dates) for which this position will be engaged]* |
|  | Time commitment for this position | *[insert the number of days/week/months/ that has been scheduled for this position]* |
|  | Expected time schedule for this position | *[insert the expected time schedule for this position (e.g. attach high level Gantt chart]* |
| 4. | Title of position *[social specialist]* | |
|  | Name of candidate | |
|  | Duration of appointment | *[insert the whole period (start and end dates) for which this position will be engaged]* |
|  | Time commitment for this position | *[insert the number of days/week/months/ that has been scheduled for this position]* |
|  | Expected time schedule for this position | *[insert the expected time schedule for this position (e.g. attach high level Gantt chart]* |
| 5. | Title of position *[sexual exploitation, abuse and harassment expert]* | |
|  | 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 Key Personnel

|  |  |  |
| --- | --- | --- |
| Name of Bidder | | |
|  | | |
| Position [#1] : [title of position from Form PER 1] | | |
| Personnel Infomation | 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: | Contract (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 key personnel, 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 key personnel is available to work on this contract]* |
| Time commitment | *[insert the number of days/week/months/ that this key personnel will be engaged]* |

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

(a) be taken into consideration during bid evaluation;

(b) my disqualification from participating in the bid;

(c) my dismissal from the contract.

Name of key personnel: *[insert name]*

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

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

Countersignature of authorized representative of the bidder:

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

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

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, Bid examination, Bid Evaluation and Bidder Qualification Requirements. A separate form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the bidder. The bidder shall provide all the information requested below, to the extent possible.

|  |  |  |
| --- | --- | --- |
| Type 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 equipment  󠄀 Owned 󠄀 Rented 󠄀 Leased 󠄀 Specially manufactured | |

The following information shall be provided only for equipment not 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 | |
|  |  | |
|  |  | |

Site Organization

*[insert site organization information]*

Method Statement

*[insert method statement]*

Mobilization Schedule

*[insert mobilization schedule]*

Construction Schedule

*[insert construction schedule]*

ES Management Strategies and Implementation Plan (ES-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.

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 in Section V.

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, and sexual exploitation and abuse (SEA), sexual harassment (SH) etc.

*[Delete this box prior to issuance of the bidding documents.]*

Note to the bidder:

The minimum content of the code of conduct form as set out by the employer shall not be substantially modified. However, the bidder may add requirements as appropriate, including to take into account contract-specific issues/risks.

The bidder shall initial and submit the code of conduct form as part of its bid.

**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, laborers and other employees at the works site or other places where the works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the works. All such persons are referred to as “contractor’s personnel” and are subject to this code of conduct.

This code of conduct identifies the behavior that we require from all contractor’s personnel.

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

**Required conduct**

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:

a. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;

b. wearing required personal protective equipment;

c. using appropriate measures relating to chemical, physical and biological substances and agents; and

d. following applicable emergency operating procedures.

4. 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;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. 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;

7. 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;

8. 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;

9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

10. complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and sexual exploitation and abuse (SEA), and sexual harassment (SH);

11. report violations of this code of conduct; and

12. 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 gender-based violence, or if such person is not required under the contract, another individual designated by the contractor to handle these matters]* in writing at this address *[ ]* or by telephone at *[ ]* or in person at *[ ];* or

2. Call *[ ]* to reach the contractor’s hotline (if any) and leave a message.

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

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

**Consequences of violating the 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 contractors 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 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.

(2) 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.

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 Requirements, the bidder shall provide the information requested in the following forms.

Form ELI-1.1: Bidder Information Form

Date: *[insert date]*

Procurement No.: *[insert number]*

Page *[insert page number]* of *[insert total number of pages]* 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 accordance with ITB 7.1.   + In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 14.2.   + In case of government-owned enterprise or institution, in accordance with ITB 7.8 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: *[insert date]*

Procurement No.: *[insert number]*

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

|  |
| --- |
| Bidder’s JV name: |
| JV member’s member: |
| 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 accordance with ITB 7.1.  • 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 7.8.  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: *[insert full name]*

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

Joint Venture member’s name: *[insert full name]*

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| Non-performed contracts in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements | | | |
| 🞎 Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.1.  🞎 Contract(s) not performed since 1st January *[insert year]* specified in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 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, Bid examination, Bid Evaluation and Bidder Qualification Requirements | | | |
| 🞎 No pending litigation in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.3. | | | |
| 🞎 Pending litigation in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 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: \_\_\_\_\_\_\_\_\_\_\_ |  |
| Litigation history, in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements | | | |
| • No litigation history in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.4.  • History of court/arbitral award decisions against the bidder in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.4 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 ES–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, Bid examination, Bid Evaluation and Bidder Qualification 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, Bid examination, Bid Evaluation and Bidder Qualification 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, Bid examination, Bid Evaluation and Bidder Qualification 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–4.1: Financial Situation and Performance

Bidder’s name: *[insert full name]*

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

Joint Venture member’s name: *[insert full name]*

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

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

1.Financial data

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Type of financial information in  (currency) | Historic information for previous \_\_\_\_\_\_\_\_\_years,  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (amount in currency, currency, exchange rate\*, USD equivalent) | | | | |
|  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Statement of financial position (Information from balance sheet) | | | | | |
| Total assets (TA) |  |  |  |  |  |
| Total liabilities (TL) |  |  |  |  |  |
| Total equity/net worth(NW) |  |  |  |  |  |
| Current assets(CA) |  |  |  |  |  |
| Current liabilities (CL) |  |  |  |  |  |
| Working capital(WC) |  |  |  |  |  |
| Information from income statement | | | | | |
| Total revenue(TR) |  |  |  |  |  |
| Profits before taxes(PBT) |  |  |  |  |  |
| Cash flow information | | | | | |
| Cash flow from operating activities |  |  |  |  |  |

\*Refer to ITB 18 for the exchange rate

2. Sources of Finance

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

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

2. Financial documents

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

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

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

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

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

• Attached are copies of financial statements[[24]](#footnote-25) for the \_\_\_\_\_\_\_\_\_\_\_\_years required above; and complying with the requirements

Form FIN–4.2: 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, Bid examination, Bid Evaluation and Bidder Qualification Requirements, sub-factor 3.2.

Form FIN–4.3: 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, Bid examination, Bid Evaluation and Bidder Qualification Requirements

|  |  |  |
| --- | --- | --- |
| Financial resources | | |
| No. | Source of financings | Amount(US$ equivalent) |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

Form FIN–4.4: 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-5.1: 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-5.2 (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, Bid examination, Bid Evaluation and Bidder Qualification Requirements: |  | | | |
| 1. Amount |  | | | |
| 2. Physical size of required works items |  | | | |
| 3. Complexity |  | | | |
| 4. Methods/technology |  | | | |
| 5. Construction rate for key activities |  | | | |
| 6. Other characteristics |  | | | |

Form EXP-5.2 (b): Construction Experience in Key Activities

Bidder's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Bidder's JV Member Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sub-contractor's[[25]](#footnote-26) Name (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, Bid examination, Bid Evaluation and Bidder Qualification Requirements, sub-factor 4.2.

1. Key activity No. 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| . | 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: |  | | | | | |

*[add activities as required]*

|  |  |
| --- | --- |
| . | Information |
| Description of the key activities in accordance with sub-factor 4.2(b) of Section III: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Form EXP-5.2 (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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| . | Information | | | |
| Contract identification |  | | | |
| Award date |  | | | |
| Completion date |  | | | |
| Role in contract | Prime contractor  🞎 | Member in JV  🞎 | Management contractor  🞎 | Sub-contractor 🞎 |
| Total contract amount |  | | US$ | |
| Details of relevant experience |  | |  | |

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. …

Part 2: Works Requirements

Section V. Works Requirements

[Scope of Works 118](#_Toc56073687)

[Technical Specification 119](#_Toc56073688)

[Environmental and Social (ES) requirements 120](#_Toc56073689)

[Drawings 123](#_Toc56073690)

[Supplementary Information 124](#_Toc56073691)

This section contains the scope of works, technical specifications, environmental and social requirements, the drawings, and supplementary information that describe the works to be procured and includes the following sub-sections:

**Scope of Works, Technical Specifications, ES requirements**

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 the ES requirements include the environmental, social, health, safety, and gender standards 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 Specification

*[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 line 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.*

*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.]*

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.]*

Part 3: Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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**General Conditions of Contract**

|  |  |
| --- | --- |
| **A.General** | |
| 1. Definitions | The terms used in this contract and not otherwise defined have the meanings given such terms in the financing agreement or related document. Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings.   * 1. The accepted contract amount means the amount accepted in the letter of acceptance for the execution and completion of the works and the remedying of any defects.   2. The activity schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of variations and compensation events.   3. The adjudicator is the person appointed jointly by the employer and the contractor to resolve disputes in the first instance, as provided for in GCC 23.   4. IFAD or FUND means the financing institution named in the PCC.   5. Bill of quantities means the priced and completed bill of quantities forming part of the bid.   6. Compensation events are those defined in GCC clause 42 hereunder.   7. The completion date is the date of completion of the works as certified by the project manager, in accordance with GCC sub-clause 57.1.   8. The contract is the contract between the employer and the contractor to execute, complete, and maintain the works. It consists of the documents listed in GCC sub-clause 2.3 below.   9. The contractor is the party whose bid to carry out the works has been accepted by the employer.   10. The contractor’s bid is the completed bidding document submitted by the contractor to the employer.   11. The contract price is the accepted contract amount stated in the letter of acceptance and thereafter as adjusted in accordance with the contract.   12. Days are calendar days; months are calendar months.   13. Dayworks are varied work inputs subject to payment on a time basis for the contractor’s employees and equipment, in addition to payments for associated materials and plant.   14. A defect is any part of the works not completed in accordance with the contract.   15. The defects liability certificate is the certificate issued by project manager upon correction of defects by the contractor.   16. The defects liability period is the period named in the PCC pursuant to GCC sub-clause 38.1 and calculated from the completion date.   17. Drawings means the drawings of the works, as included in the contract, and any additional and modified drawings issued by (or on behalf of) the employer in accordance with the contract, include calculations and other information provided or approved by the project manager for the execution of the contract.   18. The employer is the party who employs the contractor to carry out the works, as specified in the PCC.   19. Equipment is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.   20. “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;   21. The initial contract price is the contract price listed in the employer’s letter of acceptance.   22. The intended completion date is the date on which it is intended that the contractor shall complete the works. The intended completion date is specified in the PCC. The intended completion date may be revised only by the project manager by issuing an extension of time or an acceleration order.   23. Materials are all supplies, including consumables, used by the contractor for incorporation in the works.   24. Plant is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.   25. The project manager is the person named in the PCC (or any other competent person appointed by the employer and notified to the contractor, to act in replacement of the project manager) who is responsible for supervising the execution of the works and administering the contract.   26. PCC means particular conditions of contract.   27. The site is the area defined as such in the PCC.   28. Site investigation reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the site.   29. Specifications means the specifications of the works included in the contract and any modification or addition made or approved by the project manager.   30. The start date is given in the PCC. It is the latest date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession dates.   31. A subcontractor is a person or corporate body who has a contract with the contractor to carry out a part of the work in the contract, which includes work on the site.   32. Temporary works are works designed, constructed, installed, and removed by the contractor that are needed for construction or installation of the works.   33. A variation is an instruction given by the project manager which varies the works.   34. The works are what the contract requires the contractor to construct, install, and turn over to the employer, as defined in the PCC.   35. “Contractor’s personnel” refers to all personnel whom the contractor utilizes on the site or other places where the works are carried out, including the staff, labor and other employees of each subcontractor.   36. “Key personnel” means the positions (if any) of the contractor’s personnel that are stated in the specifications.   37. “ES” means environmental and social (including sexual exploitation and abuse (SEA), and sexual harassment (SH));   38. “Sexual exploitation and abuse” “(SEA)” 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)”.   39. “Sexual harassment” “(SH)” is defined as “unwelcome sexual advances, requests for sexual favors, and other 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.   40. “Employer’s personnel” refers to the project manager and all other staff, labor and other employees (if any) of the project manager and of the employer engaged in fulfilling the employer’s obligations under the contract; and any other personnel identified as employer’s personnel, by a notice from the employer or the project manager to the contractor. |
| 1. Interpretation | * 1. In interpreting these GCC, words indicating one gender include all genders. words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined. The project manager shall provide instructions clarifying queries about these GCC.   2. If sectional completion is specified in the PCC, references in the GCC to the works, the completion date, and the intended completion date apply to any section of the works (other than references to the completion date and intended completion date for the whole of the works).   3. The documents forming the contract shall be interpreted in the following order of priority:   (a) Agreement,  (b) Letter of acceptance,  (c) Contractor’s bid,  (d) Particular conditions of contract,  (e) General conditions of contract, including appendices,  (f) Specifications,  (g) Drawings,  (h) Bill of quantities,[[26]](#footnote-27) and  (i) any other document listed in the PCC as forming part of the contract. |
| 1. Language and law | * 1. The language of the contract and the law governing the contract are stated in the PCC.   2. Throughout the execution of the contract, the contractor shall comply with the import of goods and services prohibitions in the employer’s country when  1. as a matter of law or official regulations, the borrower’s country prohibits commercial relations with that country; 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 borrower’s country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 1. Project manager’s decision | * 1. Except where otherwise specifically stated, the project manager shall decide contractual matters between the employer and the contractor in the role representing the employer. |
| 1. Delegation | * 1. Unless otherwise specified in the PCC, the project manager may delegate any of his duties and responsibilities to other people, except to the adjudicator, after notifying the contractor, and may revoke any delegation after notifying the contractor. |
| 1. Communications | * 1. Communications between parties that are referred to in the conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 1. Subcontracting | * 1. The contractor may subcontract with the approval of the project manager but may not assign the contract without the approval of the employer in writing. Subcontracting shall not alter the contractor’s obligations. 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 28.1. |
| 1. Other contractors | * 1. The contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the employer between the dates given in the schedule of other contractors, as referred to in the PCC. The contractor shall also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractors, and shall notify the contractor of any such modification.   2. The contractor shall also, as stated in the specifications or as instructed by the project manager, cooperate with and allow appropriate opportunities for the employer’s or any other personnel, notified to the contractor by the employer or project manager, to conduct any environmental and social assessment. |
| 1. Personnel and equipment | * 1. The contractor shall employ the key personnel and use the equipment identified in its bid, to carry out the works or other personnel and equipment approved by the project manager. The project manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the bid.   2. The project manager may require the contractor to remove (or cause to be removed) any person employed on the site or works, including the 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; 7. undertakes behavior 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.  Notwithstanding any requirement from the project manager 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.”   * 1. The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, equipment on public roads or other public infrastructure. The contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.   2. Labor      1. Engagement of staff and labor. The contractor shall provide and employ on the site for the execution of the works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the contract. The contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the country. Unless otherwise provided in the contract, the contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC sub-clause 9.4.6, of the contractor’s personnel, and for all payments in connection therewith. The contractor shall provide the contractor’s personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the contractor’s personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the specifications. The contractor’s personnel shall be informed when any material changes to their terms or conditions of employment occur.      2. Conditions of labor. The contractor shall inform the contractor’s personnel about: (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the specifications; and (b) 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.  The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws. Where required by applicable laws or as stated in the specifications, the contractor shall provide the contractor’s personnel written notice of termination of employment and details of severance payments in a timely manner. The contractor shall have paid the contractor’s personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.      3. 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 endeavors in a timely and expeditious manner to assist the contractor in obtaining any local, state, national, or government permission required for bringing in the contractor’s personnel.      4. The contractor shall at its own expense provide the means of repatriation to and the contractor’s personnel employed on the contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the contract to the date programmed for their departure. In the event that the contractor defaults in providing such means of transportation and temporary maintenance, the employer may provide the same to such personnel and recover the cost of doing so from the contractor.      5. Disorderly conduct. The contractor shall at all times during the progress of the contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the contractor’s personnel.      6. Facilities for staff and labor. Except as otherwise stated in the specifications, the contractor shall provide and maintain all necessary accommodation and welfare facilities for the contractor’s personnel. If stated in the specifications, the contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the contractor’s personnel. The contractor shall also provide similar facilities for the employer’s personnel if stated in the specifications.      7. The contractor shall, in all dealings with the contractor’s personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. 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 specifications.      8. Supply of foodstuffs. The contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the specifications at reasonable prices for the contractor’s personnel for the purposes of or in connection with the contract.      9. 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.      10. 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.      11. 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.      12. 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.      13. 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.      14. Forced labor. The contractor, including its subcontractors, shall not employ or engage forced labor. Forced labor 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 labor, such as indentured labor, bonded labor or similar labor-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, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.   * + 1. Child Labor. 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 (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 project manager’s approval. The contractor shall be subject to regular monitoring by the project manager 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:   (a) with exposure to physical, psychological or sexual abuse;  (b) underground, underwater, working at heights or in confined spaces;  (c) with dangerous machinery, equipment or tools, or involving handling or  (d) transport of heavy loads;  (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or  (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.   * + 1. Employment records of workers. The contractor shall keep complete and accurate records of the employment of labor at the site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project manager.     2. Workers’ organizations. In countries where the relevant labor laws recognize workers’ rights to form and to join workers’ organizations 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 labor laws substantially restrict workers’ organizations, the contractor shall enable alternative means for the contractor’s personnel to express their grievances and protect their rights regarding working conditions and terms of employment. 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 organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce.     3. 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 non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).     4. Contractor’s personnel grievance mechanism. The contractor shall have a grievance mechanism for contractor’s personnel, and where relevant the workers’ organizations stated in GCC sub-clause 9.4.17, 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 contractor’s personnel. Existing grievance mechanisms may be supplemented as needed with contract-specific arrangements.     5. 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 referred to in GCC sub-clause 18.2.   As stated in the specifications or as instructed by the project manager, 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. |
| 1. Employer’s and contractor’s risks | * 1. The employer carries the risks which this contract states are employer’s risks, and the contractor carries the risks which this contract states are contractor’s risks. |
| 1. Employer’s risks | * 1. From the start date until the defects liability certificate has been issued, the following are employer’s risks:      1. The risk of personal injury, death, or loss of or damage to property (excluding the works, plant, materials, and equipment), which are due to         1. use or occupation of the site by the works or for the purpose of the works, which is the unavoidable result of the works or         2. negligence, breach of statutory duty, or interference with any legal right by the employer or by any person employed by or contracted to him except the contractor.      2. The risk of damage to the works, plant, materials, and equipment to the extent that it is due to a fault of the employer or in the employer’s design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.   2. From the completion date until the defects liability certificate has been issued, the risk of loss of or damage to the works, plant, and materials is an employer’s risk except loss or damage due to      1. a defect which existed on the completion date,      2. an event occurring before the completion date, which was not itself an employer’s risk, or      3. the activities of the contractor on the site after the completion date. |
| 1. Contractor’s risks | * 1. From the starting date until the defects liability certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the works, plant, materials, and equipment) which are not employer’s risks are contractor’s risks. |
| 1. Insurance | * 1. The contractor shall provide, in the joint names of the employer and the contractor, insurance cover from the start date to the end of the defects liability period, in the amounts and deductibles stated in the PCC for the following events which are due to the contractor’s risks:      + - 1. loss of or damage to the works, plant, and materials;          2. loss of or damage to equipment;          3. loss of or damage to property (except the works, plant, Materials, and equipment) in connection with the contract; and          4. personal injury or death.   2. Policies and certificates for insurance shall be delivered by the contractor to the project manager for the project manager’s approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.   3. If the contractor does not provide any of the policies and certificates required, the employer may effect the insurance which the contractor should have provided and recover the premiums the employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.   4. Alterations to the terms of an insurance shall not be made without the approval of the project manager.   5. Both parties shall comply with any conditions of the insurance policies. |
| 1. Site data | * 1. 1The contractor shall be deemed to have examined any site data referred to in the PCC, supplemented by any information available to the contractor. |
| 1. Contractor to construct the works | * 1. The contractor shall construct and install the works in accordance with the specifications and drawings.   2. If the contract specifies that the contractor shall design any part of the permanent works, the contractor shall take into the employer’s requirements which may include, if stated in the specifications:  1. designing structural elements of the works taking into account climate change considerations; 2. applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and 3. considering the incremental risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events. |
| 1. The works to be completed by the intended completion date | * 1. The contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the contractor, as updated with the approval of the project manager, and complete them by the intended completion date.   2. The contractor shall not carry out mobilization to the site unless the project manager gives approval, an approval that shall not be unreasonably delayed, to the measures the contractor proposes 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.   3. The contractor shall submit, to the project manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing works. These MSIPs collectively comprise the contractor’s environmental and social management plan (C-ESMP). The contractor shall review the C-ESMP, 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 C-ESMP shall be submitted to the project manager for its approval. |
| 1. Approval by the project manager | * 1. The contractor shall submit specifications and drawings showing the proposed temporary works to the project manager, for his approval.   2. The contractor shall be responsible for design of temporary works.   3. The project manager’s approval shall not alter the contractor’s responsibility for design of the temporary works.   4. The contractor shall obtain approval of third parties to the design of the temporary works, where required.   5. All drawings prepared by the contractor for the execution of the temporary or permanent works, are subject to prior approval by the project manager before this use. |
| 1. Health, safety and protection of the environment | * 1. The contractor shall be responsible for the safety of all activities on the site.   2. The contractor shall:  1. comply with all applicable health and safety regulations and laws; 2. comply with all applicable health and safety obligations specified in the contract; 3. take care for the health and safety of all persons entitled to be on the site and other places, if any, where the works are being executed; 4. keep the site and works clear of unnecessary obstruction so as to avoid danger to these persons; 5. provide fencing, lighting, safe access, guarding and watching of the works until the issue of the contract certificate of completion; 6. provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent land; 7. provide health and safety training of contractor’s personnel as appropriate and maintain training records; 8. actively engage the contractor’s personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to contractor’s personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the contractor’s personnel; 9. put in place workplace processes for contractor’s personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; 10. Contractor’s personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; 11. where the employer’s personnel, any other contractors employed by the employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and 12. establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.   Subject to GCC sub-clause 16.2, the contractor shall submit to the project manager for its approval a health and safety manual which has been specifically prepared for the works, the site and other places (if any) where the contractor intends to execute the works.  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. remedies for adverse impacts such as occupational injuries, deaths, disability and disease;        5. 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,        6. 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 labor;        7. 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 GCC sub-clause 9.4.6; and        8. any other requirements stated in the specifications.    1. Protection of the environment       * 1. The contractor shall take all necessary measures to: 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.         3. 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 Specifications, nor those prescribed by applicable laws.         4. In the event of damage to the environment, property and/or nuisance to people, on or off site as a result of the contractor’s operations, the contractor shall agree with the project manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The contractor shall implement such remedies at its cost to the satisfaction of the project manager. |
| 1. Archaeological and geological findings | * 1. All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the site shall be placed under the care and custody of the employer. The contractor shall:  1. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent contractor’s personnel or other persons from removing or damaging any of these findings; 2. train relevant contractor’s personnel on appropriate actions to be taken in the event of such findings; and 3. implement any other action consistent with the requirements of the specifications and relevant laws.   The contractor shall, as soon as practicable after discovery of any such finding, notify the project manager of such discoveries and carry out the project manager’s instructions for dealing with them |
| 1. Possession of the site | * 1. The employer shall give possession of all parts of the site to the contractor. If possession of a part is not given by the date stated in the PCC, the employer shall be deemed to have delayed the start of the relevant activities, and this shall be a compensation event. |
| 1. Access to the site | * 1. The contractor shall allow the project manager and any person authorized by the project manager (including the IFAD staff or consultants acting on the IFAD’s behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the site and to any place where work in connection with the contract is being carried out or is intended to be carried out. |
| 1. Instructions, inspections and audits | * 1. The contractor shall carry out all instructions of the project manager which comply with the applicable laws where the Site is located.   2. The contractor shall keep, and shall make all reasonable efforts to cause its subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the works in such form and details as will clearly identify relevant time changes and costs.   3. Inspections & Audit by the IFAD   Pursuant to paragraph 2.2 e. of Appendix A to the GCC- 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, the IFAD and/or persons appointed by the 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 the IFAD. The contractor’s and its subcontractors’ and subconsultants’ attention is drawn to GCC sub-clause 25.1 (fraud and corruption) which provides, inter alia, that acts intended to materially impede the exercise of the 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). |
| 1. Appointment of the adjudicator | * 1. The adjudicator shall be appointed jointly by the employer and the contractor, at the time of the employer’s issuance of the letter of acceptance. If, in the letter of acceptance, the employer does not agree on the appointment of the adjudicator, the employer will request the appointing authority designated in the PCC, to appoint the adjudicator within 14 days of receipt of such request.   2. Should the adjudicator resign or die, or should the employer and the contractor agree that the adjudicator is not functioning in accordance with the provisions of the contract, a new adjudicator shall be jointly appointed by the employer and the contractor. In case of disagreement between the employer and the contractor, within 30 days, the adjudicator shall be designated by the appointing authority designated in the PCC at the request of either party, within 14 days of receipt of such request. |
| 1. Procedure for disputes | * 1. If the contractor believes that a decision taken by the project manager was either outside the authority given to the project manager by the contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the project manager’s decision.   2. The adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.   3. The adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the employer and the contractor, whatever decision is reached by the adjudicator. Either party may refer a decision of the adjudicator to an arbitrator within 28 days of the adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the adjudicator’s decision shall be final and binding.   4. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC. |
| 1. Fraud and corruption (prohibited practices) | * 1. The IFAD requires compliance with the IFAD’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Appendix A to the GCC.   2. The employer requires the contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 1. Stakeholder engagement | * 1. The contractor shall provide relevant contract-related information, as the employer and/or project manager may reasonably request to conduct stakeholder engagements. “stakeholder” refers to individuals or groups who:      + 1. are affected or likely to be affected by the contract; and        2. may have an interest in the contract.   The contractor may also directly participate in stakeholder engagements, as the employer and/or project manager may reasonably request. |
| 1. Suppliers (other than subcontractors) | * 1. Forced labor: The contractor shall take measures to require its suppliers (other than subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC sub-clause 9.4.14. If forced labor/trafficking cases are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.   2. Child labor: The contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC sub-clause 9.4.15. If child labor cases are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.   3. Serious safety issues: The contractor, including its subcontractors, shall comply with all applicable safety obligations, including as stated in GCC sub-clause 18.2. The contractor shall also take measures to require its suppliers (other than subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.   4. Obtaining natural resource materials in relation to supplier: The contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.   If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats. |
| 1. Code of conduct | * 1. The contractor shall have 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 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, 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 shall include appropriate processes for the contractor to verify compliance with these obligations. |
| 1. Security of the site | * 1. The contractor shall be responsible for the security of the site, and:  1. or keeping unauthorized persons off the site; 2. authorized persons shall be limited to the contractor’s personnel, the employer’s personnel, and to any other personnel identified as authorized personnel (including the employer’s other contractors on the Site), by a notice from the employer or the project manager to the contractor.   Subject to GCC sub-clause 16.2, the contractor shall submit for the project manager’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 specifications.  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 specifications.” |
| **B.Time Control** | |
| 1. Program and progress report | * 1. Within the time stated in the PCC, after the date of the Letter of acceptance, the contractor shall submit to the project manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the works. In the case of a lump-sum contract, the activities in the program shall be consistent with those in the activity schedule. The project manager’s approval of the program shall not alter the contractor’s obligations. The contractor may revise the program and submit it to the project manager again at any time. A revised program shall show the effect of variations and compensation events.   2. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.   3. The contractor shall monitor progress of the works and submit to the project manager progress report and any updated program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining works, including any changes to the sequence of the activities, at intervals no longer than the periods stated in the PCC. If the contractor does not submit an updated program within this period, the project manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. In the case of lump-sum contract, the contractor shall provide an updated activity schedule within 14 days of being instructed to by the project manager.   4. Unless otherwise stated in the specifications, each progress report shall include the environmental and social (ES) metrics set out in Appendix B.   5. In addition to the progress reports, the contractor shall inform the project manager immediately of any allegation, incident or accident in the site, 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 SEA and/or SH. 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 project manager 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 project manager within the timeframe agreed with the project manager.  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 subclause. |
| 1. Extension of the intended completion date | * 1. The project manager shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work, which would cause the contractor to incur additional cost.   2. The project manager shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the project manager for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion Date. |
| 1. Acceleration | * 1. When the employer wants the contractor to finish before the intended completion date, the project manager shall obtain priced proposals for achieving the necessary acceleration from the contractor. If the employer accepts these proposals, the intended completion date shall be adjusted accordingly and confirmed by both the employer and the contractor.   2. If the contractor’s priced proposals for an acceleration are accepted by the employer, they are incorporated in the contract price and treated as a variation. |
| 1. Delays ordered by the project manager | * 1. The project manager may instruct the contractor to delay the start or progress of any activity within the works. |
| 1. Management meetings | * 1. Either the project manager or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.   2. The project manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken shall be decided by the project manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting |
| 1. Early warning | * 1. The contractor shall warn the project manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price, or delay the execution of the works. The project manager may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion Date. The estimate shall be provided by the contractor as soon as reasonably possible.   2. The contractor shall cooperate with the project manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the project manager. |
| **C. Quality Control** | |
| 1. Identify defects | * 1. The project manager shall check the contractor’s work and notify the contractor of any defects that are found. Such checking shall not affect the contractor’s responsibilities. The project manager may instruct the contractor to search for a defect and to uncover and test any work that the project manager considers may have a defect |
| 1. Tests | * 1. If the project manager instructs the contractor to carry out a test not specified in the specifications to check whether any work has a defect and the test shows that it does, the contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event. |
| 1. Correction of defects | * 1. The project manager shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion, and is defined in the PCC. The defects liability period shall be extended for as long as defects remain to be corrected.   2. Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the project manager’s notice. |
| 1. Uncorrected defects | * 1. If the contractor has not corrected a defect within the time specified in the project manager’s notice, the project manager shall assess the cost of having the defect corrected, and the contractor shall pay this amount. |
| **D.Cost control** | |
| 1. Contract price[[27]](#footnote-28) | * 1. The bill of quantities shall contain priced items for the works to be performed by the contractor. The bill of quantities is used to calculate the contract price. The contractor will be paid for the quantity of the work accomplished at the rate in the bill of quantities for each item. |
| 1. Changes in the contract price[[28]](#footnote-29) | * 1. If the final quantity of the work done differs from the quantity in the bill of quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the initial contract price, the project manager shall adjust the rate to allow for the change. The project manager shall not adjust rates from changes in quantities if thereby the initial contract price is exceeded by more than 15 percent, except with the prior approval of the employer.   2. If requested by the project manager, the contractor shall provide the project manager with a detailed cost breakdown of any rate in the bill of quantities. |
| 1. Variations | * 1. All variations shall be included in updated programs[[29]](#footnote-30) produced by the contractor.   2. The contractor shall provide the project manager with a quotation for carrying out the variation when requested to do so by the project manager. The contractor shall also provide information of any ES risks and impacts of the variation. The project manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the project manager and before the variation is ordered.   3. If the contractor’s quotation is unreasonable, the project manager may order the variation and make a change to the contract price, which shall be based on the project manager’s own forecast of the effects of the variation on the contractor’s costs.   4. If the project manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a compensation event.   5. The contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.   6. If the work in the variation corresponds to an item description in the bill of quantities and if, in the opinion of the project manager, the quantity of work above the limit stated in GCC sub-clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the bill of quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work[[30]](#footnote-31).   7. Value engineering: The contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;  1. the proposed change(s), and a description of the difference to the existing contract requirements; 2. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the employer may incur in implementing the value engineering proposal; 3. a description of any effect(s) of the change on performance/functionality; and 4. a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.   The employer may accept the value engineering proposal if the proposal demonstrates benefits that:   1. accelerate the contract completion period; or 2. reduce the contract price or the life cycle costs to the employer; or 3. improve the quality, efficiency, safety or sustainability of the facilities; or 4. yield any other benefits to the employer,   without compromising the functionality of the works.  If the value engineering proposal is approved by the employer and results in:   1. a reduction of the contract price; the amount to be paid to the contractor shall be the percentage specified in the PCC of the reduction in the contract price; or 2. an increase in the contract price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the contractor shall be the full increase in the contract price |
| 1. Cash flow forecast | * 1. When the program[[31]](#footnote-32), is updated, the contractor shall provide the project manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the contract, converted as necessary using the contract exchange rates. |
| 1. Payment certificates | * 1. The contractor shall submit to the project manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.   2. The project manager shall check the contractor’s monthly statement and certify the amount to be paid to the contractor.   3. The value of work executed shall be determined by the project manager.   4. The value of work executed shall comprise the value of the quantities of work in the bill of quantities that have been completed[[32]](#footnote-33).   5. The value of work executed shall include the valuation of variations and compensation events.   6. The project manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.   7. 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 project manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the project manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:  1. failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; 2. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; 3. failure to implement the C-ESMP e.g. failure to provide required training or sensitization; 4. failing to have appropriate consents/permits prior to undertaking Works or related activities; 5. failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner; 6. failure to implement remediation as instructed by the project manager within the specified timeframe (e.g. remediation addressing non-compliance/s). |
| 1. Payments | * 1. Payments shall be adjusted for deductions for advance payments and retention. The employer shall pay the contractor the amounts certified by the project manager within 28 days of the date of each certificate. If the employer makes a late payment, the contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.   2. If an amount certified is increased in a later certificate or as a result of an award by the adjudicator or an arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.   3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the contract price.   4. Items of the works for which no rate or price has been entered in shall not be paid for by the employer and shall be deemed covered by other rates and prices in the contract. |
| 1. Compensation events | * 1. The following shall be compensation events:  1. The employer does not give access to a part of the site by the site possession date pursuant to GCC sub-clause 20.1. 2. The employer modifies the schedule of other contractors in a way that affects the work of the contractor under the contract. 3. The project manager orders a delay or does not issue drawings, specifications, or instructions required for execution of the works on time. 4. The project manager instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects. 5. The project manager unreasonably does not approve a subcontract to be let. 6. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the letter of acceptance from the information issued to bidders (including the site investigation reports), from information available publicly and from a visual inspection of the site. 7. The project manager gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons. 8. Other contractors, public authorities, utilities, or the employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the contractor. 9. The advance payment is delayed. 10. The effects on the contractor of any of the employer’s risks. 11. The project manager unreasonably delays issuing a certificate of completion.     1. If a compensation event would cause additional cost or would prevent the work being completed before the intended completion date, the contract price shall be increased and/or the intended completion date shall be extended. The project manager shall decide whether and by how much the contract price shall be increased and whether and by how much the intended completion date shall be extended.     2. As soon as information demonstrating the effect of each compensation event upon the contractor’s forecast cost has been provided by the contractor, it shall be assessed by the project manager, and the contract price shall be adjusted accordingly. If the contractor’s price based on the project manager’s own forecast. The project manager shall assume that the contractor shall react competently and promptly to the event.     3. The contractor shall not be entitled to compensation to the extent that the employer’s interests are adversely affected by the contractor’s not having given early warning or not having cooperated with the project manager |
| 1. Tax | * 1. The project manager shall adjust the contract price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the contract and the date of the last completion certificate. The adjustment shall be the change in the amount of tax payable by the contractor, provided such changes are not already reflected in the contract price or are a result of GCC clause 49. |
| 1. Currencies | * 1. Where payments are made in currencies other than the currency of the employer’s country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the contractor’s bid. |
| 1. Price adjustment | * 1. Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for advance payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each contract currency:   Pc = Ac + Bc Imc/Ioc  where:  Pc is the adjustment factor for the portion of the contract Price payable in a specific currency “c.”  Ac and Bc are coefficients[[33]](#footnote-34) specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the contract price payable in that specific currency “c;” and  Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before bid opening for inputs payable; both in the specific currency “c.”  49.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs. |
| 1. Retention | * 1. The employer shall retain from each payment due to the Contractor the proportion stated in the PCC until completion of the whole of the works.   2. Upon the issue of a certificate of completion of the works by the project manager, in accordance with GCC sub-clause 57.1, half the total amount retained shall be repaid to the contractor and half when the defects liability period has passed and the project manager has certified that all defects notified by the project manager to the contractor before the end of this period have been corrected. The contractor may substitute retention money with an “on demand” bank guarantee. |
| 1. Liquid damages | * 1. The contractor shall pay liquidated damages to the employer at the rate per day stated in the PCC for each day that the completion date is later than the intended completion date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The employer may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages shall not affect the contractor’s liabilities.   2. If the intended completion date is extended after liquidated damages have been paid, the project manager shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate. The contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC sub-clause 45.1. |
| 1. Bonus | * 1. The contractor shall be paid a bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the contractor is paid for acceleration) that the completion is earlier than the intended completion date. The project manager shall certify that the Works are complete, although they may not be due to be complete |
| 1. Advance payment | * 1. The employer shall make advance payment to the contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the contractor of an unconditional bank guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.   2. The contractor is to use the advance payment only to pay for equipment, plant, materials, and mobilization expenses required specifically for execution of the contract. The contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the project manager.   3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor, following the schedule of completed percentages of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, compensation events, bonuses, or liquidated damages. |
| 1. Securities | * 1. The performance security shall be provided to the employer no later than the date specified in the letter of acceptance and shall be issued in an amount specified in the PCC, by a bank or surety acceptable to the employer, and denominated in the types and proportions of the currencies in which the contract price is payable. The performance security shall be valid until a date 28 days from the date of issue of the certificate of completion in the case of a bank guarantee, and until one year from the date of issue of the certificate of completion in the case of a performance bond. |
| 1. Dayworks | * 1. If applicable, the dayworks rates in the contractor’s bid shall be used only when the project manager has given written instructions in advance for additional work to be paid for in that way.   2. All work to be paid for as dayworks shall be recorded by the contractor on forms approved by the project manager. Each completed form shall be verified and signed by the project manager within two days of the work being done.   3. The contractor shall be paid for dayworks subject to obtaining signed dayworks forms. |
| 1. Cost of repairs | * 1. Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor’s cost if the loss or damage arises from the contractor’s acts or omissions. |
| **E.Finishing the Contract** | |
| 1. Completion | * 1. The contractor shall request the project manager to issue a certificate of completion of the works, and the project manager shall do so upon deciding that the whole of the works is completed. |
| 1. Taking over | * 1. The employer shall take over the site and the works within seven days of the project manager’s issuing a certificate of completion. |
| 1. Final account | * 1. The contractor shall supply the project manager with a detailed account of the total amount that the contractor considers payable under the contract before the end of the defects liability period. The project manager shall issue a defects liability certificate and certify any final payment that is due to the contractor within 56 days of receiving the contractor’s account if it is correct and complete. If it is not, the project manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the project manager shall decide on the amount payable to the contractor and issue a payment certificate. |
| 1. Operating and maintenance manuals | * 1. If “as built” drawings and/or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the PCC.   2. If the contractor does not supply the drawings and/or manuals by the dates stated in the PCC pursuant to GCC sub-clause 60.1, or they do not receive the project manager’s approval, the project manager shall withhold the amount stated in the PCC from payments due to the contractor. |
| 1. Termination | * 1. The employer or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.   2. Fundamental breaches of contract shall include, but shall not be limited to, the following:   (a) the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the project manager;  (b) the project manager instructs the contractor to delay the progress of the works, and the instruction is not withdrawn within 28 days;  (c) the employer or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;  (d) a payment certified by the project manager is not paid by the employer to the contractor within 84 days of the date of the project manager’s certificate;  (e) the project manager gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the project manager;  (f) the contractor does not maintain a security, which is required;  (g) the contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or  (h) if the contractor, in the judgment of the employer has engaged in fraud and corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the contract, then the employer may, after giving fourteen (14) days written notice to the contractor, terminate the contract and expel him from the site.  61.3 Notwithstanding the above, the employer may terminate the contract for convenience.  61.4 If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible  61.5 When either party to the contract gives notice of a breach of contract to the project manager for a cause other than those listed under GCC sub-clause 61.2 above, the project manager shall decide whether the breach is fundamental or not. |
| 1. Payment upon termination | * 1. If the contract is terminated because of a fundamental breach of contract by the contractor, the project manager shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the PCC. Additional liquidated damages shall not apply. If the total amount due to the employer exceeds any payment due to the contractor, the difference shall be a debt payable to the employer.   2. If the contract is terminated for the employer’s convenience or because of a fundamental breach of contract by the employer, the project manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the contractor’s personnel employed solely on the works, and the contractor’s costs of protecting and securing the works, and less advance payments received up to the date of the certificate. |
| 1. Property | * 1. All materials on the site, plant, equipment, temporary works, and works shall be deemed to be the property of the employer if the contract is terminated because of the contractor’s default. |
| 1. Release from performance | * 1. If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the employer or the contractor, the project manager shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made. |
| 1. Suspension of IFAD loan or credit | * 1. In the event that IFAD suspends the loan or credit to the employer, from which part of the payments to the contractor are being made:  1. The employer is obligated to notify the contractor of such suspension within 7 days of having received the IFAD’s suspension notice. 2. If the contractor has not received sums due to it within the 28 days for payment provided for in GCC sub-clause 45.1, the contractor may immediately issue a 14-day termination notice. |
| 1. SECAP Performance standards | * 1. This contract shall be implemented in a manner consistent with IFAD’s Social, Environmental and Climate Assessment Procedures (SECAP), available on <https://www.ifad.org/en/secap> |

**Appendix A**

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

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

**Appendix B**

**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 employer shall ensure that the metrics provided are appropriate for the works and impacts/key issues identified in the environmental and social assessment]*

Metrics for regular reporting:

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

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

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

d. status of all permits and agreements:

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

ii. status of permits and consents:

* list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
* list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
* identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
* for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

e. health and safety supervision:

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

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

f. worker accommodations:

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

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

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

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

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

i. training:

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

ii. number and dates of toolbox talks, number of workers receiving occupational health and safety (OHS), environmental and social training;

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

iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on code of conduct for contractor’s personnel (in the reporting period and in the past), etc.

j. environmental and social supervision:

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

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

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

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

i. Worker grievances;

ii. Community grievances

l. Traffic, road safety and vehicles/equipment:

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

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

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

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

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

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

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

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

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

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

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

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

n. compliance:

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

ii. compliance status of the CESMP Contractor’s Environmental, Social and Climate Management Plan and ES Management and Implementation Policies requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

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

iv. compliance status of health and safety management plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

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

Section VII Particular Conditions of Contract

Except where otherwise specified, all particular conditions of contract should be filled in by the employer prior to issuance of the bidding document. Schedules and reports to be provided by the employer should be annexed.

|  |  |
| --- | --- |
| 1. **General** | |
| GCC 1.1(d) | The financing institution is |
| GCC 1.1(r) | The employer is *[insert name, address, and name of authorized representative].* |
| GCC 1.1(v) | The intended completion date for the whole of the works shall be *[insert date]*  *[If different dates are specified for completion of the works by section (“sectional completion” or milestones), these dates should be listed here]* |
| GCC 1.1 (y) | The project manager is *[insert name, address, and name of authorized representative].* |
| GCC 1.1 (aa) | The site is located at *[insert address of site ]* and is defined in drawings No. *[insert numbers]* |
| GCC 1.1 (dd) | The start date shall be *[insert date].* |
| GCC 1.1 (hh) | The works consist of *[insert brief summary, including relationship to other contracts under the project].* |
| GCC 2.2 | Sectional completions are: *[insert nature and dates, if appropriate]* |
| GCC 2.3(i) | The following documents also form part of the contract: *[list any other relevant document not listed in the contract agreement]* |
| GCC 3.1 | The language of the contract is *[insert name of the language. The language shall be that of the bid*].  The law that applies to the contract is the law of *[insert name of country].* |
| GCC 5.1 | The project manager *[may or may not]* delegate any of his duties and responsibilities. |
| GCC 8.1 | Schedule of other contractors: *[insert schedule of other contractors, if appropriate]* |
| GCC 13.1 | The minimum insurance amounts and deductibles shall be:  (a) for loss or damage to the works, plant and materials*:[insert amounts].*  (b) For loss or damage to equipment*:[insert amounts].*  (c) for loss or damage to property (except the works, plant, materials, and equipment) in connection with contract *[insert amounts].*  (d) for personal injury or death:  (i) of the contractor’s employees: *[amount].*  (ii) of other people: *[amount].* |
| GCC 14.1 | Site data are: *[list site data]* |
| GCC 20.1 | The site possession date(s) shall be: *[insert location(s) and date(s)]* |
| GCC 23.1  GCC 23.2 | Appointing authority for the adjudicator: *[insert name of authority].* |
| GCC 24.3 | Hourly rate and types of reimbursable expenses to be paid to the adjudicator: *[insert hourly fees and reimbursable expenses].* |
| GCC 24.4 | *[For smaller contracts, the institution is usually from the employer’s country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]*  Institution whose arbitration procedures shall be used: ………………  *[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording]*  “United Nations Commission on International Trade Law (UNCITRAL) arbitration rules:  Any dispute, controversy, or claim arising out of or relating to this contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL arbitration rules as at present in force.”  or  “Rules of conciliation and arbitration of the International Chamber of Commerce (ICC):  All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.” |
| 1. **Time Control** | |
| GCC 30.1 | The contractor shall submit for approval a program for the works within *[number]* days from the date of the letter of acceptance. |
| GCC 30.3 | The period between program updates is *[insert number]* days.  The amount to be withheld for late submission of an updated program is *[insert amount].*  The period for submission of progress reports is *[insert number]* days. |
| 1. **Quality Control** | |
| GCC 38.1 | The defects liability period is: [insert number] days.  *[The defects liability period is usually limited to 12 months, but could be less in very simple cases]* |
| 1. **Cost Control** | |
| GCC 42.7 | If the value engineering proposal is approved by the employer the amount to be paid to the contractor shall be \_\_\_% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the contract price. |
| GCC 48.1 | The currency of the employer’s country is: *[insert name of currency of the employer’s country].* |
| GCC 49.1 | The contract *[insert “is” or “is not”]* subject to price adjustment in accordance with GCC clause 45, and the following information regarding coefficients *[specify “does” or “does not”]* apply.  *[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]*  The coefficients for adjustment of prices are:  (a) For *currency [insert name of currency]:*  (i) *[insert percentage]* percent non adjustable element (coefficient A).  (ii) *[insert percentage]* percent adjustable element (coefficient B).  (b) For currency *[insert name of currency]:*  (i) *[insert percentage]* percent non adjustable element (coefficient A).  (ii) *[insert percentage]* percent adjustable element (coefficient B).  The index I for local currency shall be *[insert index].*  The index I for the specified international currency shall be *[insert index].*  *[These proxy indices shall be proposed by the contractor, subject to acceptance by the employer]*  The Index I for currencies other than the local currency and the specified international currency shall be *[insert index].*  *[These proxy indices shall be proposed by the contractor, subject to acceptance by the employer.]* |
| GCC 50.1 | The proportion of payments retained is: *[insert percentage]*  *[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]* |
| GCC 51.1 | The liquidated damages for the whole of the works are *[insert percentage of the final contract price]* per day. The maximum amount of liquidated damages for the whole of the works is *[insert percentage]* of the final contract price.  *[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the contract price. If sectional completion and damages per section have been agreed, the latter should be specified here]* |
| GCC 52.2 | The bonus for the whole of the works is *[insert percentage of final contract price]* per day. The maximum amount of bonus for the whole of the works is *[insert percentage]* of the final contract price.  *[If early completion would provide benefits to the employer, this clause should remain; otherwise delete. The bonus is usually numerically equal to the liquidated damages.]* |
| GCC 53.1 | The advance payments shall be: *[insert amount(s)]* and shall be paid to the contractor no later than *[insert date(s)].* |
| GCC 54.1 | An environmental and social (ES) performance security *[‘shall’ or ‘shall not’, choose either option consistent with the BDS]* be provided to the employer.]  *[If an ES security is required, replace GCC sub-clause 54.1 with the following otherwise delete.]*  “GCC sub-clause 54.1 is replaced with the following  The performance security and an environmental and social (ES) performance security shall be provided to the employer no later than the date specified in the letter of acceptance and shall be issued in an amount specified in the PCC (for GCC sub-clause 54.1).  The performance security shall be issued by a bank acceptable to the employer, and denominated in the types and proportions of the currencies in which the contract price is payable. The ES performance security shall be issued by a bank acceptable to the employer and denominated in the types and proportions of the currencies in which the contract price is payable. The performance security and, if applicable, the ES performance security, shall be valid until a date 28 days from the date of issue of the certificate of completion in the case of a bank guarantee, and until one year from the date of issue of the certificate of completion in the case of a performance bond.” |
| GCC 54.1 | The performance security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the contract price is payable, or in a freely convertible currency acceptable to the employer]*  (a) Performance security – bank guarantee: in the amount(s) of [insert related figure(s)] percent of the accepted contract amount and in the same currency(ies) of the accepted contract amount.  (b) Environmental and social (ES) performance security - bank guarantee: in the amount(s) of *[insert related figure(s)]* percent of the accepted contract amount and in the same currency(ies) of the accepted contract amount]. *[delete if not applicable].*  *[The bank guarantee shall be unconditional (on demand) (see Section VIII, contract forms). The ES performance security will normally be in the amount(s) of 1% to 3% of the accepted contract amount. The sum of the total “demand guarantees” (performance security and ES performance security) shall normally not exceed 10% of the accepted contract amount.]* |
| 1. **Finishing the Contract** | |
| GCC 60.1 | The date by which operating and maintenance manuals are required is *[insert date].*  The date by which “as built” drawings are required is *[insert date].* |
| GCC 60.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC sub-clause 60.1 is *[insert amount in local currency].* |
| GCC 61.2(g) | The maximum number of days is*: [insert number; consistent with GCC sub-clause 51.1 on liquidated damages].* |
| GCC 62.1 | The percentage to apply to the value of the work not completed, representing the employer’s additional cost for completing the works, is *[insert percentage].* |

Section VIII . Contract Forms

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Notice of Intent to Award

*Insert project logo (if existing)*

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

Letter of Acceptance

*[on letterhead paper of the employer]*

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

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

Subject: . . . . . . . . . . *[notification of award contract no].* . . . . . . . . . .

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . . . . . . . *.[insert name of the contract and identification number, as given in the PCC]* . . . . . . . . . . for the accepted contract amount of . . . . . . . . .*[insert amount in numbers and words and name of currency],* as corrected and modified in accordance with the instructions to bidders is hereby accepted by our agency.

You are requested to furnish (i) the performance security and an environmental and social (ES) performance security *[delete ES performance security if it is not required under the contract]* within 28 days in accordance with the conditions of contract, using for that purpose the performance security form and the ES performance security form, *[delete reference to the ES performance security form if it is not required under the contract]*

*[choose one of the following statements*:]

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

*[or]*

We do not accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[insert the name of the adjudicator proposed by the bidder]* be appointed as the adjudicator, and by sending a copy of this letter of acceptance to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the appointing authority],* the appointing authority, we are hereby requesting such authority to appoint the adjudicator in accordance with ITB 48.1 and GCC sub-clause 23.1.

Authorized signature:

Name and title of signatory:

Name of agency:

Attachment: contract agreement

Contract Agreement

This agreement made the . . . . . .day of . . . . . . . . . . . . . . . . ., . . . . . . ., between . . . . . *[name of the employer].* . . . .. . . . . (hereinafter “the employer”), of the one part, and . . . . . *[name of the contractor].* . . . .(hereinafter “the contractor”), of the other part:

Whereas the employer desires that the works known as . . . . . *[name of the contract].* . . . .should be executed by the contractor, and has accepted a bid by the contractor for the execution and completion of these works and the remedying of any defects therein,

The employer and the contractor agree as follows:

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

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

(a) the Letter of Acceptance

(b) the Letter of Bid

(c) the Addenda nos \_\_\_\_\_\_\_\_(if any)

(d) the Particular Conditions

(e) the General Conditions of Contract, including appendices;

(f) the Specifications

(g) the Drawings

(h) Bill of Quantities; and

(i) any other document listed in the PCC as forming part of the contract, but not limited to;

i. the ES Management Strategies and Implementation Plans (ESIP); and

ii. Code of Conduct for Contractor’s Personnel (ES).

3. In consideration of the payments to be made by the employer to the contractor as specified in this agreement, the contractor hereby covenants with the employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused this agreement to be executed in accordance with the laws of . . . . . *[name of the borrowing country]*. . . . .on the day, month and year specified above.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by |  | Signed by |  |
| For and behalf of the employer | | For and behalf of the contractor | |
| In the presence of |  | In the presence of: |  |
| Witness, name, signature, address, date | | Witness, name, signature, address, date | |

Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

We have been informed that \_ *[insert name of contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the applicant") has entered into contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *\_ [insert name of contract and brief description of works]* (hereinafter called "the contract").

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

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (\_\_\_\_\_\_) [insert amount in words],1 such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the beneficiary’s complying demand supported by the beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the applicant is in breach of its obligation(s) under the contract, without the beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

*[signature(s)]*

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

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 contract, a performance guarantee is required.

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ ( ),[[34]](#footnote-35) 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… [[35]](#footnote-36), and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

*[signature(s)]*

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

Advance Payment Security

Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

Date: *[Insert date of issue]*

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

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

We have been informed that [insert name of contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called “the applicant”) has entered into contract no. *[insert reference number of the contract]* dated *[insert date]* with the beneficiary, for the execution of *[insert name of contract and brief description of works]* (hereinafter called "the contract").

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

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

( ) *[insert amount in words]* upon receipt by us of the beneficiary’s complying demand supported by the beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the works; or

(b) has failed to repay the advance payment in accordance with the contract conditions, specifying the amount which the applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the accepted contract amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year],[[36]](#footnote-37)* whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

*[signature(s)]*

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

Self-Certification Form

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. In lump sum contracts, delete “rates and prices and the.” [↑](#footnote-ref-5)
5. For lump sum contracts, delete “unit rates and prices and shown in the Schedule of Adjustment Data are reasonable” and replace with “Lump Sum.” [↑](#footnote-ref-6)
6. 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-7)
7. Non performance, as decided by the employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted. [↑](#footnote-ref-8)
8. This requirement also applies to contracts executed by the bidder as JV member [↑](#footnote-ref-9)
9. 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-10)
10. The employer may use this information to seek further information or clarifications in carrying out its due diligence [↑](#footnote-ref-11)
11. The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Works 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-12)
12. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-13)
13. For contracts under which the bidder participated as a joint venture member or sub-contractor, only the bidder’s share, by value, shall be considered to meet this requirement. [↑](#footnote-ref-14)
14. 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-15)
15. 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-16)
16. 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-17)
17. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. [↑](#footnote-ref-18)
18. Requirement can be met through a specialized sub-contractor. [↑](#footnote-ref-19)
19. 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-20)
20. In case of lump-sum contract, use sample activity schedule [↑](#footnote-ref-21)
21. The sum of the two coefficients Ac and Bc should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the contract price. [↑](#footnote-ref-22)
22. To be entered by the bidder [↑](#footnote-ref-23)
23. The employer should insert local currency unit. [↑](#footnote-ref-24)
24. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-25)
25. If applicable [↑](#footnote-ref-26)
26. In lump-sum contracts, delete “bill of quantities” and replace with “activity schedule.” [↑](#footnote-ref-27)
27. In lump-sum contracts, replace GCC sub-clause 40.1 as follows:

    40.1 The Contractor shall provide updated activity schedules within 14 days of being instructed to by the project manager. The activity schedule shall contain the priced activities for the works to be performed by the contractor. The activity schedule is used to monitor and control the performance of activities on which basis the contractor will be paid. If payment for materials on site shall be made separately, the contractor shall show delivery of materials to the site separately on the activity schedule [↑](#footnote-ref-28)
28. In lump-sum contracts, replace entire GCC clause 41 with new GCC sub-clause 41.1, as follows:

    41.1 The activity schedule shall be amended by the contractor to accommodate changes of program or method of working made at the contractor’s own discretion. Prices in the activity schedule shall not be altered when the contractor makes such changes to the activity schedule [↑](#footnote-ref-29)
29. In lump-sum contracts, add “and activity schedules” after “programs. [↑](#footnote-ref-30)
30. In lump-sum contracts, delete this paragraph. [↑](#footnote-ref-31)
31. In lump-sum contracts, add “or activity schedule” after “program.” [↑](#footnote-ref-32)
32. In lump-sum contracts, replace this paragraph with the following: “The value of work executed shall comprise the value of completed activities in the activity schedule.” [↑](#footnote-ref-33)
33. The sum of the two coefficients Ac and Bc should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the contract price. [↑](#footnote-ref-34)
34. *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-35)
35. *Insert the date twenty-eight days after the expected completion date as described in GCC sub- clause 57.1. 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-36)
36. Insert the expected completion date as described in GCC sub- clause 57.1. The employer should note that in the event of an extension of the expected completion date 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-37)