

**SMALL WORKS**

***STANDARD BIDDING DOCUMENT  
UNDER JAPANESE ODA LOANS***

PROCUREMENT OF SMALL WORKS



***Japan International Cooperation Agency  
(JICA)***

***May 2021***

Version 2.2

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# Revisions

## October 2023

This revision incorporates changes reflecting the issuance of the *Guidelines for Procurement under Japanese ODA Loans, October 2023*. The stipulations regarding corrupt and fraudulent practices in ITB 3.1(c) have been modified accordingly. Editorial enhancements have also been made.

## April 2023

This revision incorporates a change reflecting the revision made in April 2023 on the *Guidelines for Procurement under Japanese ODA Loans, April 2012* regarding one bid per bidder principle stipulated in ITB 4.2(c). Editorial enhancements have also been made.

# Preface

This Standard Bidding Document for Procurement of Small Works (SBD (Small Works)) has been prepared by the Japan International Cooperation Agency (JICA) for the use of the Projects financed, in whole or in part, by its Official Development Assistance (ODA) loans. This SBD (Small Works) is intended to be used for the small works contracts (valued at generally less than US\$10 million), of admeasurement type (unit price or rate) or lump-sum type, to be procured through international competitive bidding (ICB), though it may also be adopted to Local Competitive Bidding (LCB).

This SBD (Small Works) is consistent with the Guidelines for Procurement under Japanese ODA Loans published in April 2012 or October 2023 and its use for such civil works is **required** under the Guidelines. As this SBD (Small Works) reflects recent best practices of public procurement and JICA's policy, its use is also encouraged for contracts under the Guidelines for Procurement published in October 1999 or March 2009.

If the user has questions regarding the use of this SBD (Small Works), the appropriate JICA's official should be consulted.

# Summary Description

A brief description of this document is given below.

## SBD for Procurement of Small Works

### **Invitation for Bids (IFB)**

A form of “Invitation for Bids” is provided at the beginning of this SBD (Small Works).

## **PART 1 – BIDDING PROCEDURES**

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

This Section specifies the procedures to be followed by the Bidders when preparing and submitting their Bids. It also provides information on the opening and evaluation of Bids and on the award of the Contracts. **Section I contains provisions that are to be used without modification.**

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

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

### **Section III. Evaluation and Qualification Criteria (EQC)**

This Section specifies the criteria to determine the lowest evaluated Bid and the qualifications of the Bidder to perform the Contract.

### **Section IV. Bidding Forms**

This Section includes the forms which are to be completed by the Bidders and submitted as part of their Bids.

### **Section V. Eligible Source Countries of Japanese ODA Loans**

This Section contains information and provisions as to the Eligible Source Countries applicable for the Bidders, and for the goods and services to be supplied under the Contract, as included in the Loan Agreement with JICA.

## **PART 2 – WORKS REQUIREMENTS**

### **Section VI. Works Requirements**

This Section contains the Specification and the Drawings that describe the Works to be procured, the site data and the supplementary information.

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

**Section VII. General Conditions (GC)**

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

**Section VIII. Particular Conditions (PC)**

This Section contains data and provisions specific to each contract. The contents of this Section supplement the General Conditions.

**Section IX. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for performance security, advance payment security and the retention money security, when required, shall only be completed by the successful Bidder after award of the Contract.

## Notes for Users (Employers)

- (a) The use of this Standard Bidding Document for Procurement of Small Works (SBD (Small Works)) published by JICA is **required** for all small works contracts, whether admeasurement (unit price or rate) type or lump-sum type, to be procured through international competitive bidding (ICB) and to be financed by Japanese ODA Loans.
- (b) This SBD (Small Works) has been prepared as a standard document, which shall be used without suppressing or adding text to the standard sections of the document, which are Section I Instructions to Bidders (Standard ITB) and Section VII General Conditions of Contract (Standard GC). **If the ITB and/or GC of the Bidding Document prepared by the Employer contain modifications from the Standard ITB and/or Standard GC included in this SBD (Small Works), JICA will not consider them valid and will require the Employer to modify the Bidding Document so that the Standard ITB and/or Standard GC, as defined above, shall apply.**
- (c) This SBD (Small Works) is to be used when a prequalification process has not taken place before bidding and, therefore, assessment of qualification requirements is to be carried out at the bidding stage.
- (d) All information and data particular to each individual contract, required by the Bidders in order to prepare responsive Bids must be provided by the Employer in the Bid Data Sheet (Section II), the Evaluation and Qualification Criteria (Section III), the Eligible Source Countries of Japanese ODA Loans (Section V), the Works Requirements (Section VI), the Particular Conditions (Section VIII) and the Contract Forms (Section IX).
- (e) When providing the information and data in the Sections described above, the following directions should be observed:
  - (i) Specific details, such as the name of the Employer and the address for Bid submission, should be furnished in the spaces indicated by italicized notes inside brackets.
  - (ii) The footnotes, “boxed” notes and italicized notes in this SBD (Small Works), except those applying to forms to be filled out by Bidders or instructions for the Bidders, are not part of the Bidding Document, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document to be issued to the Bidders.
  - (iii) Where alternative Clauses or texts are shown, select those which best suit the particular contracts and discard the alternative text which is not used.
- (f) Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions of Contract.
- (g) Although this SBD (Small Works) can be used with admeasurement type contract or lump-sum type contract, care must be exercised when selecting the contract type best suited for the contract. Admeasurement type contracts with the Bills of Quantities (on the basis of unit

prices and/or rates) are widely used in civil works contracts, while lump-sum contract are used in particular for buildings and other forms of construction where

- (i) the Works are well defined in their full physical and qualitative characteristics before Bids are called and are unlikely to change in quantity or specification, and
  - (ii) Unforeseen site conditions (for example, ground risks) are limited.
- (h) The complete set of the draft Bidding Document prepared by the Employer shall be submitted to JICA, for its review and concurrence in accordance with the concerned loan agreement, before its issuance to the prospective Bidders.





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# Invitation for Bids

## Notes for the Employer

The Invitation for Bids should be issued directly to the public (see the relevant Section of the Guidelines for Procurement under Japanese ODA Loans):

- (a) as an advertisement in at least one newspaper of general circulation in the country of the Borrower/Employer; and
- (b) with sending a copy of the invitation to JICA.

When preparing the Invitation for Bids:

- (a) specific details, such as the name of the Employer and the address for Bid submission should be furnished in the spaces indicated by italicized notes inside brackets.
- (b) the footnotes and italicized notes are not part of the actual Invitation for Bids, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document to be issued to the Bidders.

The Invitation for Bids is not part of the Bidding Document. However, the Employer shall make sure that its contents are consistent with the information contained in Section II - Bid Data Sheet.



## Form of Invitation for Bids

Date : [insert date of issuance of Invitation for Bid]  
 IFB No. : [insert Invitation for Bid number]  
 Employer : [insert name of Employer]  
 Country : [insert country of Employer/ Borrower]  
 JICA Loan No.: [insert JICA Loan Agreement number]  
 Project Name : [insert name of Project]  
 Contract Name: [insert name of Contract]

1. The [insert name of Borrower] has received<sup>1</sup> a loan from the Japan International Cooperation Agency (JICA) towards the cost of [insert name of Project] and intends to apply part of the proceeds towards payments under the contract<sup>2</sup> for [insert name of Contract].
2. The [insert name of Employer] now invites sealed Bids from eligible Bidders for the construction and completion of [insert brief description of the works]<sup>3</sup> (“the Works”).
3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Bidding Document.
4. Interested Bidders may obtain further information from and inspect the Bidding Document during office hours at:  
 [insert name of office]  
 [insert name of person in charge]  
 [insert mailing address]  
 [insert office hours]  
 [insert tel. no. with country and city codes]  
 [insert fax no. with country and city codes]  
 [insert email address]
5. The Bidding Document may be purchased by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of [insert amount in currency of Employer’s country or in a convertible currency].<sup>4</sup> The method of payment will be [insert method of payment]<sup>5</sup>. The document will be sent by [insert delivery procedure].
6. Bids must be delivered to the address above<sup>6</sup> on or before [insert time] on [insert date] and must be accompanied by a security of [insert fixed sum].
7. Bids will be opened in the presence of Bidders’ representatives who choose to attend at the offices as specified in the Bidding Document.

[insert name of office]  
 [insert name of person in charge]

[insert mailing address]

[insert tel. no. with country and city codes]

[insert fax no. with country and city codes]

[insert email address]

Notes for the Employer

1. Substitute “has applied for” if appropriate.
2. Substitute “contracts” where Bids are called concurrently for multiple lots. Add a new para. 4 as follows and renumber paras 4 - 7: “Bidders may submit bids for one lot or more lots, as further defined in the Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one lot will be allowed to do so, provided those discounts are included in the Letter of Bid.”
3. A brief description of the works should be provided, including quantities, location of project, and other information necessary to enable potential Bidders to decide whether or not to respond to the invitation. Bidding Document may require Bidders to have specialized experience or capabilities; such requirements should also be included in this paragraph.
4. The fee, to defray printing and mailing/shipping costs, should be nominal.
5. For example, cashier’s check, direct deposit to a specified account number, etc.
6. Substitute “below” and insert the Employer’s address for Bid submission (right below this paragraph), if it is different from its address for issuance of Bidding Document.

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# BIDDING DOCUMENT

for

## Procurement of

*[insert name of the Works]*

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**IFB No.** : *[insert Invitation for Bid number]*

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

**Country** : *[insert name of country of Employer/  
Borrower]*

**JICA Loan No.** : *[insert JICA Loan Agreement  
number]*

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

**Contract** : *[insert name of Contract]*



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# **PART 1 – BIDDING PROCEDURES**



## Section I. Instructions to Bidders

### Notes for the Employer

Section I, Instructions to Bidders, specifies the procedures to be followed by the Bidders when preparing and submitting their Bids. It also provides information on the opening and evaluation of Bids, and on the award of the Contract.

The use of the Standard Instructions to Bidders set forth in Section I of the Standard Bidding Document for the Procurement of Small Works, (hereafter referred to as “Standard ITB”) is **required** in all bidding documents for the small works contracts of admeasurement (unit price or rate) type or lump-sum type, to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans, and they shall be used without modification.

A copy of the Standard Instructions to Bidders shall be attached to the Bidding Document prepared by the Employer. If the Instructions to Bidders in the Bidding Document contain modifications from the Standard Instructions to Bidders, JICA will not consider them valid and will require the Employer to modify the Bidding Document so that the Standard Instructions to Bidders, as defined above, shall apply.

Any necessary changes, acceptable to JICA, to address specific country and project issues, shall be introduced only through the Bid Data Sheet.

The Instructions to Bidders shall not be part of the Contract.



# Section I. Instructions to Bidders

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## A. General

### 1. Scope of Bid

- 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Employer as **specified in the BDS** located in the country as **specified in the BDS**, issues this Bidding Document (hereinafter referred to as “Bidding Document”) for the procurement of Works as specified in Section VI, Works Requirements.

The name of the Project and the name of the Contract are **specified in the BDS**.

Bids may also be invited for multiple lots of the Project, as **specified in the BDS**. Bids may be submitted either for individual lots or for multiple lots in any combination.

- 1.2 Throughout this Bidding Document:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day;
- (d) “firm” means a private entity, a state-owned enterprise or institution; and
- (e) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent.

### 2. Source of Funds

- 2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from the Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, towards the cost of the Project. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the contract(s) for which this Bidding Document is issued.

- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan

Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Employer will take appropriate measures for finance through other sources **specified in the BDS**.

### 3. Corrupt and Fraudulent Practices

3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Employers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (b) will recognize a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Contractor or subcontractor so debarred if, in the Borrower's view, the ineligibility of such Contractor or subcontractor would result in a clear and substantial



disadvantage to the Borrower.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a subcontractor, who has a direct contract with the Contractor, has been debarred by the World Bank Group as of the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

- 3.2 If the Employer determines, based on reasonable evidence, that any Bidder has engaged in any corrupt or fraudulent practice, the Employer may disqualify such Bidder after notifying the grounds of such disqualification.
- 3.3 Furthermore, the Bidders shall be aware of the provision stated in Clause 62 of the Conditions of Contract.
- 4. Eligible Bidders**
- 4.1 The Bidder may be a single firm or a JV. In the case of a JV:
- (a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
  - (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
  - (c) A Bid submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV 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. The JV Agreement or the proposed JV Agreement, as the case may be, shall indicate at least the part(s) of the Works to be executed by each member.
- 4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.
  - (b) A firm that has a close business relationship with a professional staff of the Borrower (or the Project Executing

Agency, or the Employer), who are directly or indirectly involved in any part of: (i) the preparation of the Prequalification Document (if any prepared) and/or the Bidding Document for the Contract, (ii) the prequalification evaluation (if any conducted) and/or the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.

(c) Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a single firm, or as a member of a JV. However, this does not limit a firm (including its affiliate) participating in one Bid individually or as a member of a JV and at the same time, the firm (including its affiliate) participating in other Bids as a subcontractor but NOT acting as a specialized subcontractor (refer to ITB16.2). A firm (including its affiliate) acting as a specialized subcontractor or as a subcontractor in any Bid may participate in other Bids as a specialized subcontractor or as a subcontractor.

(d) A firm having any other form of conflict of interest other than (a) through (c) above shall also be disqualified.

4.3 The Bidder, shall meet the requirements as to eligibility of the Bidders as specified in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 The Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a Contract.

4.5 The Bidder shall provide such evidence of its eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Eligible Goods and Services**

5.1 The goods and services comprising the Works to be supplied under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with

ITB 8.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

**PART 2 Works Requirements**

- Section VI. Works Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and verifiable.
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer

shall also promptly publish its response on the Employer's web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 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.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than seven (7) days before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by the Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document

and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

- 8.3 To give the 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, pursuant to ITB 22.2.

### C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid, in accordance with ITB 12.1;
  - (b) completed Schedules, in accordance with ITB 12.1 and 14, including priced Bill of Quantities (in the case of an admeasurement contract) or priced Activity Schedule (in the case of a lump-sum contract) and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.5);
  - (c) Bid Security, in accordance with ITB 19;
  - (d) Power of Attorney, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;
  - (e) copy of the JV Agreement, or Letter of Intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1;

- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16;
- (h) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative; and
- (i) any other document **required in the BDS**.

**12. Letter of Bid and Schedules**

12.1 The Bidder shall complete the Letter of Bid and the Schedules, including the Bill of Quantities (in the case of an admeasurement contract) or priced Activity Schedule (in the case of a lump-sum contract), and the Schedule of Adjustment Data (only if required in ITB 14.5), using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**13. Alternatives to the Bid Requirements and Alternative Bids**

13.1 **If so specified in the BDS**, alternative times for completion will be permitted, and the method of evaluating different times for completion shall be as specified in Section III, Evaluation and Qualification Criteria.

13.2 **If so specified in the BDS**, alternative Bids will be permitted, and the Bidders, wishing to offer technical alternatives to the Bid requirements, may in addition to the substantially responsive Bid (hereinafter referred to as "Base Bid"), an alternative Bid. The alternative Bid shall be complete with all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology and other relevant details.

Only the alternative Bids, if any, submitted by the Bidder whose Base Bid is determined to be the lowest evaluated Bid under ITB 36.1 shall be considered by the Employer.

**14. Bid Prices and Discounts**

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and/or prices for all items of the Works described in the Bill of Quantities (in the case of an admeasurement contract) or the Activity Schedule (in the case

of a lump-sum contract).

(a) Bill of Quantities (admeasurement contracts).

Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates and/or prices for other items in the Bill of Quantities and will not be paid for separately by the Employer.

For the purpose of evaluation, any item against which no rate or price is entered by the Bidder shall be assumed to be not included in the Bid. However, provided that the Bid is determined to be substantially responsive notwithstanding this omission, the average price of the item quoted by the substantially responsive Bidders will be added to the Bid Price and the total cost of the Bid so determined will be used for price comparison.

(b) Activity Schedule (lump-sum contracts)

The Bidder shall price the Activity Schedule in such a way that the total cost of all the Contractor's obligations for the design (to the extent specified in the Contract), execution and completion of the Works in accordance with the Contract and remedying of any defects therein are included in the Bid Price.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 **Unless otherwise specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and/or weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 **If so specified in BDS 1.1**, Bids are being invited for multiple lots. The Bidders wishing to offer any discounts (including price reduction) for the award of more than one lot shall specify in



their Letter of Bid, discounts applicable to such award. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots are opened at the same time.

- 14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 14.8 The exact amounts of the Provisional Sums shall be indicated in the completed Bill of Quantities (or in the completed Activity Schedule, as the case may be) in the following manner:
- (a) The exact amounts and currencies of the Specified Provisional Sum and contingency allowance, if any, shall be **as specified in the BDS**.
  - (b) The amount of the Provisional Sum, if any, for the Daywork shall be derived by the Bidder (by entering rates and/or prices in the Schedule of Daywork Rates in the Bill of Quantities or in the Activity Schedule, as the case may be) and indicated in the Summary of the completed Bill of Quantities or the Activity Schedule.

The Bidder shall be aware of the provisions stated in Sub-Clauses 1.1(dd) and 42.1 of the Conditions of Contract.

**15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid shall be **as specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- 15.2 The 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 (if required in accordance with ITB 14.5) are reasonable.

**16. Documents Comprising the Technical Proposal and Subcontractor**

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to meet the Works Requirements and the completion time.
- 16.2 **Unless otherwise stated in BDS**, the Employer does not intend

to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated Subcontractors).

The Bidder may propose to subcontract any of the key activities, indicated in Section III, Evaluation Qualification Criteria 2.4.2 (b) (specialized subcontractor). In such a case,

- (a) the Bidder may list one or more subcontractor(s) against any of the key activities aforementioned. Quoted rates and prices will be deemed to apply whichever subcontractor is appointed by the Contractor, and no adjustment of the rates and prices will be permitted;
- (b) the Bidder shall clearly identify the proposed subcontractor(s) in Forms ELI-3 and EXP-2(b) in Section IV, Bidding Forms and submit the Schedule of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed; and
- (c) substitution of the proposed subcontractor(s) shall not be allowed after the Bid submission deadlines date prescribed by the Employer in accordance with ITB 22.1.

**17. Documents  
Establishing the  
Qualifications of  
the Bidder**

- 17.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

The aforementioned Evaluation and Qualification Criteria contains, among other things, the requirements as to eligibility specified in ITB 4.

**18. Period of  
Validity of Bids**

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

- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request the Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as

provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the Bid Price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.

In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the adjustment indicated in the above paragraph.

## 19. Bid Security

19.1 The Bidder shall furnish as part of its Bid, a Bid Security in the amount and currency **specified in the BDS**.

19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or a non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable standby letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's country, the issuing financial institution shall have a correspondent financial institution located in the Employer's country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

- 19.4 The Bid Security of the unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 41.
- 19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 40; or
    - (ii) furnish a Performance Security in accordance with ITB 41.
- 19.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1.

## 20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13.2, shall be clearly marked "ALTERNATIVE BID - ORIGINAL."

In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." Copies of Alternative Bids if any, shall be clearly marked "ALTERNATIVE BID - COPY."

In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of a Power of Attorney included in the Bid. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

- 20.3 A bid submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.5 The Bidders shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

#### **D. Submission and Opening of Bids**

##### **21. Sealing and Marking of Bids**

- 21.1 The Bidder shall enclose:
- (a) in a sealed envelope, duly marked as "ORIGINAL", all documents comprising the Bid, as described in ITB 11;
  - (b) in sealed envelopes, duly marked as "COPY", all required copies of the Bid, sequentially numbered; and
  - (c) if alternative Bids are permitted in accordance with ITB 13.2, and if relevant:
    - (i) in an envelope marked "ALTERNATIVE BID - ORIGINAL", the alternative Bid; and
    - (ii) in the envelope marked "ALTERNATIVE BID - COPY", all required copies of the alternative Bid, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

- 21.2 The inner and outer envelopes shall be:
- (a) clearly marked with the name and address of the Bidder;
  - (b) addressed to the Employer in accordance with ITB 22.1; and

- (c) clearly marked with the specific identification of this bidding process **specified in BDS 1.1.**
- 21.3 The outer envelopes and the inner envelopes containing the Bid shall be clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE BID OPENING”, in accordance with ITB 25.1.
- 21.4 The inner envelopes containing the alternative Bids, if any, shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE EMPLOYER”, in accordance with ITB 13.2.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS.**
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and the Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted and prior to the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB 20.2 and ITB 20.3. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective outer envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION” or “MODIFICATION”; and
- (b) received by the Employer prior to the deadline prescribed

for submission of Bids, in accordance with ITB 22.

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

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

## 25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of the Bidders' designated representatives and anyone who choose to attend. Alternative Bids, if any, shall remain unopened in accordance with ITB 13.2.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, which are to be returned to the Bidder unopened. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids Original as well as Modification, are to be opened and read out at Bid opening.

25.5 Next, all other envelopes shall be opened one at a time, reading out:

(a) the name of the Bidder;

(b) whether there is a withdrawal, substitution, or modification;

(c) the total Bid Price including any discounts, and in the case of bidding for multiple lots, the total price for each lot

together with the sum of the total price for all lots including any discounts;

- (d) whether there is an alternative Bid without opening its envelope;
- (e) the presence or absence of a Bid Security; and
- (f) any other details as the Employer may consider appropriate.

Only Bids and Bid discounts read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid at the Bid opening (except for late Bids, in accordance with ITB 23.1).

25.6 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) the total Bid Price including any discounts, and in the case of bidding for multiple lots, the total price for each lot together with the total price of all lots, including any discounts;
- (d) whether there is an alternative Bid; and
- (e) the presence or absence of a Bid Security.

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 who submitted Bids in time, and to JICA.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

26.1 Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to the Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 39.

The use by any Bidder of confidential information related to this bidding process may result in the rejection of its Bid.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in



the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

**27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, in the substance or prices of the Bid including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 33.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**28. Deviations, Reservations, and Omissions**

28.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Preliminary Examination of Bids**

29.1 The Employer shall examine the Bid to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.

29.2 The Employer shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Letter of Bid;
- (b) Power of Attorney to commit the Bidder;

- (c) Bid Security;
- (d) Technical Proposal in accordance with ITB 16; and
- (e) Priced Bill of Quantities (in the case of an admeasurement contract) or Priced Activity Schedule (in the case of a lump-sum contract)

**30. Qualification of the Bidders**

- 30.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Employer shall determine to its satisfaction whether the Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids. Instead of determining the qualification of all the Bidders, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant ITB 17. For the purposes of this determination, only the qualification of the legal entity(ies) comprising the Bidder shall be considered. In particular, the qualifications of affiliated entities (such as the parent company(ies), group companies, subsidiaries or other affiliates) shall not be considered unless they are parties to the Bidder under a JV in accordance with ITB 4.1 or as specialized subcontractors to be employed in accordance with ITB 16.2 for the key activities listed in Section III Evaluation and Qualification Criteria 2.4.2 (b).
- 30.3 The Employer reserves the right to waiver minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.
- 30.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.

If the assessment of the Bidder's qualification was conducted only for the lowest evaluated Bidder, in accordance with ITB 30.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

- 30.5 The subcontractors proposed in its Bid to be used by the Bidder shall meet the eligibility requirements of ITB 4 and the corresponding criteria specified in Section III, Evaluation and

### Qualification Criteria.

Furthermore, if the specialized subcontractor proposed in accordance with ITB 16.2 does not meet the corresponding criteria for the key activities specified in Section III Evaluation and Qualification Criteria 2.4.2(b), the Bidder who proposed such a specialized subcontractor shall be disqualified.

## **31. Determination of Responsiveness of Bids**

31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.1.

31.2 For the purposes of this determination, a substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would

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

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

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

31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and Section III, Evaluation and qualification criteria, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

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

## **32. Nonmaterial Nonconformities**

32.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities (deviation, reservation or omission) in the Bid.

32.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such

nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 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. Adjustment to the rates and prices of the Bill of Quantities shall be made in accordance with ITB 14.2.

**33. Correction of  
Arithmetical  
Errors**

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

(a) only in the case of an admeasurement contract, where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

(b) where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) where there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 The Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.

**34. Conversion to  
Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**. The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is denominated to the single currency identified above at the selling rates established for similar transactions by the authority **specified in the BDS** and on the date **stipulated in the BDS**.

**35. Evaluation of  
Bids**

35.1 To evaluate a Bid, the Employer shall consider the following:

(a) the Bid Price, excluding the Specified Provisional Sums and contingency allowance, if any in the Grand Summary of the

Bill of Quantities in the case of an admeasurement contract or of the Activity Schedule in the case of a lump-sum contract, but including the Provisional Sum for Daywork when priced competitively;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3; and
- (f) converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITB 34.

35.2 If price adjustment is allowed in accordance with ITB 14.5, 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.

35.3 In the case of bidding for multiple lots, the lowest evaluated price of the lot(s) shall be determined as specified in Section III, Evaluation and Qualification Criteria.

### **36. Comparison of Bids**

36.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 35.1 to determine the lowest evaluated Bid.

36.2 If the Bid results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities (in the case of an admeasurement contract) or of the Activity Schedule (in the case of a lump-sum contract), to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 36.3 In the event of identification of a potentially abnormally low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid Price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

For the purposes of this ITB 36.3, an abnormally low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

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

- 37.1 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 the Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

**38. Award Criteria**

- 38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**39. Notification of  
Award**

- 39.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called "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 "Accepted Contract Amount").
- 39.2 After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:

- (a) name of each Bidder who submitted a Bid;
  - (b) Bid Prices as read out at Bid Opening;
  - (c) name and address of the successful Bidder; and
  - (d) signing date and amount of the contract.
- 39.3 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 40. Signing of Contract**
- 40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 41. Performance Security**
- 41.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 36.2, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's country.
- 41.2 Failure of the successful Bidder to submit the above-mentioned 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 lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42. Notification to Unsuccessful Bidders and Debriefing**
- 42.1 As promptly as possible upon the successful Bidder signing the Contract and furnishing the Performance Security pursuant to ITB 41, the Employer shall notify all unsuccessful Bidders of the results of the bidding.
- 42.2 After receipt of the Employer's notification pursuant to ITB 42.1 above, the unsuccessful Bidders may request in writing to the Employer a debriefing seeking an explanation of the grounds on which their Bids were not selected. The Employer shall

promptly respond in writing to any unsuccessful Bidder who requests a debriefing in accordance with this Clause.



## Section II. Bid Data Sheet

### Notes for the Employer

Section II, Bid Data Sheet, shall be filled in by the Employer before issuance of the Bidding Document.

The Bid Data Sheet (BDS) contains information and provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders. The Employer must specify in the BDS only the information that the ITB requires to be specified in the BDS. All information shall be provided; **no clause shall be left blank.**

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

The following directions should be observed when preparing the BDS:

- (a) Specific details, such as the name of the Employer and the address for Bid submission should be furnished in the spaces indicated by italicized notes inside brackets.
- (b) The italicized notes are not part of the actual BDS, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document issued to the Bidders.
- (c) Where alternative Clauses or texts are shown, select those which best suit the particular contracts and delete the alternative text which is not used.



## Bid Data Sheet

<b>A. General</b>									
<b>ITB 1.1</b>	<p>The number of the Invitation for Bids is: <i>[insert Invitation for Bid number]</i></p> <p>The Employer is: <i>[insert name of Employer]</i>, located in <i>[insert name of country of Employer/ Borrower]</i>.</p> <p>The Project is: <i>[insert name of Project]</i></p> <p>The name of the Contract is: <i>[insert name of Contract]</i></p> <p>The multiple lots of the Project for which the Bids are being invited are: <i>[If the Bids are being invited for multiple lots of the Project, insert the following, and list out the relevant lot numbers and contract names in the table. Otherwise delete it in its entirety and insert “not applicable”.]</i> as indicated in the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 2px 10px;">Lot Number</th> <th style="padding: 2px 10px;">Contract Name</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px 10px;"><i>[insert lot number]</i></td> <td style="padding: 2px 10px;"><i>[insert contract name]</i></td> </tr> <tr> <td style="padding: 2px 10px;"><i>[insert lot number]</i></td> <td style="padding: 2px 10px;"><i>[insert contract name]</i></td> </tr> <tr> <td style="padding: 2px 10px;"><i>[insert lot number]</i></td> <td style="padding: 2px 10px;"><i>[insert contract name]</i></td> </tr> </tbody> </table>	Lot Number	Contract Name	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>
Lot Number	Contract Name								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<b>ITB 2.1</b>	<p>The Borrower is: <i>[insert name of Borrower]</i></p> <p>The number of the JICA Loan Agreement is: <i>[insert JICA Loan Agreement number]</i></p> <p>The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i></p> <p>The signed date of the Loan Agreement is: <i>[insert signed date of the Loan Agreement]</i></p>								
<b>ITB 2.2</b>	<p>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in <i>[insert one of the following: October 2023, April 2012, March 2009, or October 1999]</i>.</p>								
<b>ITB 2.3</b>	<p>The other sources of finance are: <i>[insert other sources of finance]</i></p>								
<b>ITB 3.1(b)</b>	<p>The list of ineligible firms and individuals is available at the JICA’s website: <a href="http://www.jica.go.jp/english/about/organization/corp_gov/index.html">www.jica.go.jp/english/about/organization/corp_gov/index.html</a></p>								
<b>ITB 3.1(c)</b>	<p>The list of debarred firms and individuals is available at the World Bank’s website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>								
<b>B. Contents of Bidding Document</b>									
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer’s address is:            Attention: <i>[insert full name of person, if applicable]</i>            Mailing Address: <i>[insert mailing address]</i>            Email: <i>[insert email address(es), if applicable]</i></p>								

	<p>Responses to any request for clarification, if any, [<i>Select “will” or “will not”, as appropriate</i>] be published on the Employer’s web page indicated below.</p> <p>Web Page: [<i>insert the Employer’s web page if responses to requests for clarifications will be published on the Employer’s web page. Otherwise insert “N/A”.</i>]</p>
<b>ITB 7.4</b>	<p>A Pre-bid meeting [<i>insert “will” or “will not”, as appropriate</i>] take place at the following date, time and place:</p> <p>[<i>If a pre-bid meeting will take place, insert the date, time and place information in the spaces provided below. Otherwise insert “N/A” in the spaces provided below for the date, time and place</i>]</p> <p>Date : _____</p> <p>Time : _____</p> <p>Place : _____</p> <p>A site visit at the time of the pre-bid meeting conducted by the Employer [<i>insert “will be” or “will not be”, as appropriate</i>] organized.</p>
<b>ITB 8.2</b>	Addenda, if any, [ <i>Select “will” or “will not”, as appropriate</i> ] be published on the Employer’s web page.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: [ <i>insert one of the following: Japanese, English, Spanish or French.</i> ]
<b>ITB 11.1(i)</b>	The Bidder shall submit the following additional documents in its Bid: [ <i>List any additional document not already listed in ITB 11.1 that must be submitted with the Bid. If there is no additional document, state “none”.</i> ]
<b>ITB 13.1</b>	Alternative times for completion [ <i>insert “will be” or “will not be”, as appropriate</i> ] permitted.
<b>ITB 13.2</b>	Alternative Bids [ <i>insert “will be” or “will not be”, as appropriate</i> ] permitted.
<b>ITB 14.5</b>	<p>The prices quoted by the Bidder shall be: [<i>insert “subject to adjustment” or “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data”, as appropriate.</i>]</p> <p>[<i>Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.</i>]</p>
<b>ITB 14.7</b>	<p>[<i>This ITB 14.7 shall be consistent with Sub-Clause 48.1 of the Conditions of Contract.</i>]</p> <p>[<i>The Employer shall choose subparagraphs (a) and/or (b) of the following paragraph, as applicable and complete, indicating clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange Notes between the</i></p>

*Employer’s country and the Government of Japan, and under the law of the Employer’s country. If none is applicable, delete the paragraph in its entirety.]*

In respect of the Contractor’s obligation as to payment of taxes, duties and levies under the Contract, the following shall apply:

- (a) duties, taxes and levies listed in the table below shall be exempted. Such exempted duties, taxes and levies are fallen into two categories, namely:
  - (i) “No Pay” category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.
  - (ii) “Pay & Reimburse” category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category provided that he first makes all payments arising from or out of or in connection with such liabilities, and then apply for their reimbursement from the relevant authority, following the procedure prescribed by such authority.

No.	Duty/ Tax/ Levy	Exemption Category
1	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]
2	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]
3	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]
etc.		

- (b) duties, taxes and other levies listed below shall be paid by the Employer on behalf of the Contractor:  
 [insert list of duties, taxes and levies]

**ITB 14.8**

*[There are the Specified Provisional Sums and contingency allowance.]*

The Amounts and Currencies of the Specified Provisional Sums shall be as follows:

*[The Employer shall fill in the table below, Item No, Description, and Local and Foreign currency portions of the Amount for each Provisional Sum as indicated in the Schedule of Specified Provisional Sums in the Bill of Quantities (or in the Activity Schedule, as the case may be)]*

Item No.	Description	Amount	
		Local	Foreign
1			
2			
3			
etc.			
Total - Specified Provisional Sums			

*[Contingency allowance shall usually be calculated by multiplication of the predetermined percentage (to be indicated by the Employer in the Bidding Document) and the base cost (Total of the Bills/ Schedules plus Provisional Sums, to be derived by the Bidder in its Bid). As an alternative to this percentage addition, a fixed amount can be predetermined by the Employer, based on the estimated contract value, and inserted as a figure (common to each Bidder) in the Bidding Document.*

*The Employer, as per the guidance given above, may choose, either Option A (i.e.: to insert a determined percentage) or Option B (i.e.: to insert a fixed amount) below, as appropriate, and delete the other.*

*So as to make Item (E) (i.e.: Add contingency allowance) of the Grand Summary of the Bill of Quantities (or of the Activity Schedule, as the case may be), consistent with this ITB provision: if option A is chosen, indicate the relevant percentage in the item description, and if Option B is chosen, insert the relevant local and foreign currency portions of the Amount in the respective 'Amount' columns.]*

Contingency allowance shall be as follows:  
*[Choose one of the following options, as applicable and delete the other.]*

*[Option A]*  
*[Insert the applicable percentage] of the Bid Price in the currency or currencies in which the Bid Price is expressed in the Bid submitted by the Bidder.*

*[Option B]*  
*[Insert the applicable fixed amount in the applicable currency or currencies]*

*[If there are no amount allocated in Specified Provisional Sums or contingency allowance in the Bill of Quantities (or in the Activity Schedule, as the case may be), delete all above and state "This BDS 14.8 is not applicable.".]*

<b>ITB 15.1</b>	The currency(ies) of the Bid shall be as described below: (a) the inputs to the Works that the Bidder expects to supply from within the
-----------------	--

	<p>Employer's country shall be quoted in [<i>insert the name of the currency of the Employer's country</i>], referred to as "the local currency", to [<i>insert number of decimal places</i>] decimal place(s); and</p> <p>(b) the inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency"), shall be quoted in:</p> <p>(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p>(ii) [<i>other international trading currency or currencies, if any</i>] to [<i>insert number of decimal places</i>] decimal place(s).</p>								
<b>ITB16.2</b>	<p>At this time the Employer [<i>insert "intends" or "does not intend", as appropriate</i>] to execute certain specific parts of the Works by subcontractors (i.e.: nominated Subcontractors) selected in advance.</p> <p>[<i>If the Employer intends to employ nominated Subcontractors, include the following paragraph, listing the nominated Subcontractors in the table. Otherwise delete it in its entirety.</i>]</p> <p>The specific parts of the Works and the nominated Subcontractors to be employed for each part are as indicated below:</p> <table border="1" data-bbox="431 961 1409 1163"> <thead> <tr> <th data-bbox="431 961 847 1003">Part of the Works</th> <th data-bbox="847 961 1409 1003">Nominated Subcontractor</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 1003 847 1045">[<i>insert specific part</i>]</td> <td data-bbox="847 1003 1409 1045">[<i>insert name of nominated Subcontractor</i>]</td> </tr> <tr> <td data-bbox="431 1045 847 1087">[<i>insert specific part</i>]</td> <td data-bbox="847 1045 1409 1087">[<i>insert name of nominated Subcontractor</i>]</td> </tr> <tr> <td data-bbox="431 1087 847 1163">[<i>insert specific part</i>]</td> <td data-bbox="847 1087 1409 1163">[<i>insert name of nominated Subcontractor</i>]</td> </tr> </tbody> </table>	Part of the Works	Nominated Subcontractor	[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]	[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]	[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]
Part of the Works	Nominated Subcontractor								
[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]								
[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]								
[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]								
<b>ITB 18.1</b>	<p>The Bid validity period shall be [<i>insert a number of days required for evaluation, approval and award plus contingency</i>] days.</p> <p>[<i>This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including JICA's concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.</i>]</p>								
<b>ITB 18.3(a)</b>	<p>[<i>Insert the following only in case of fixed price contract. Delete it in its entirety in case of adjustable price contracts, and state "This BDS 18.3(a) is not applicable".</i>]</p> <p>The local and foreign currency portions of the Contract price shall be adjusted by using the following formula:</p> $BP_A = BP_0 \left( 1 + \frac{DP \times AF}{365} \right)$ <p>Where:</p> <p>"BP<sub>A</sub>" is the local (or foreign) portion of Bid Price as adjusted for the</p>								

	<p>delay in award of the Contract.</p> <p>“BPo” is the local (or foreign) portion of Bid Price as stated in the Letter of Bid.</p> <p>“DP” is the period of delay, calculated as a number of days between the award date and the date, fifty-six (56) days after the expiry date of the initial bid validity period</p> <p>“AF” is:</p> <p>(a) in the case of the local currency, the average annual consumer inflation of the Employer’s country, calculated from the data officially released by the relevant authority of the Employer’s country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date.</p> <p>(b) in the case of the foreign currency, the average annual consumer inflation of the country of the foreign currency, calculated from the data officially released by the relevant authority of that country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date.</p>
<b>ITB 19.1</b>	The amount and currency of the Bid Security shall be <i>[Insert amount and currency of the Bid Security. The amount should be between 1.5% to 2.5% of the estimated contract value.]</i>
<b>ITB 19.2(d)</b>	Other types of acceptable securities: <i>[Insert names of other acceptable securities. Insert “none” if no other forms of bid securities besides those listed in ITB 19.2 (a) through (c) are acceptable.]</i>
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <i>[insert number of copies]</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer’s address is:          Attention: <i>[insert full name of person, if applicable]</i>          Mailing Address: <i>[insert mailing address]</i></p> <p><b>The deadline for Bid submission is:</b>          Date: <i>[insert day, month, and year, e.g., 15 June 2018]</i>          Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i></p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:          Mailing Address: <i>[insert mailing address]</i>          Date: <i>[insert day, month, and year, e.g., 15 June 2018]</i>          Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i>  <i>[The date should be the same as those given for the deadline for submission</i></p>



	<i>of Bids (ITB 22).]</i>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 34.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: <i>[insert Japanese Yen or another single currency]</i></p> <p>The source of exchange rate shall be: <i>[insert name of the source of exchange rates (e.g., the Central Bank in the Employer's country)]</i></p> <p>The date for the exchange rate shall be: <i>[insert day, month and year, e.g., 15 June 2018, the date not earlier than thirty (30) days prior to, nor later than, the date of Bid opening specified in ITB 25.1]</i></p>



## Section III. Evaluation and Qualification Criteria

### Notes for the Employer

This Section specifies the criteria to determine the lowest evaluated Bid and the qualifications of the Bidder to perform the contract. 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.

The Employer shall require the Bidders to be qualified by meeting pre-defined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the Bidder, results in disqualification. For that purpose, a clear-cut, fail-pass qualification criteria need to be defined and indicated in the Bidding Document to enable the Bidders to make an informed decision whether to pursue a specific contract and, if so, whether to pursue it as a single firm or as a joint venture. The criteria adopted must relate to characteristics that are essential to ensure satisfactory execution of the contract, and must be stated in clear terms.

The notes entitled “*Notes for the Employer*”, “boxed” notes and italicized notes are not part of the actual Evaluation and Qualification Criteria, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document to be issued to the Bidders.

The “*Notes for the Bidders*” contained in this Section III should be included in the actual Bidding Document issued by the Employer.



## Evaluation and Qualification Criteria

### 1. Evaluation

#### 1.1 Technical Evaluation

The technical evaluation consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 30. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (*Qualification*) below.
- (b) determination of the substantial responsiveness of the Technical Proposal in accordance with ITB 31. The evaluation criteria for the purpose of this determination have been described herein under.

Determination of the substantial responsiveness of the Technical Proposal includes, among other things, an assessment of the adequacy of the Bidder's Technical Proposal, during which the Bidder's technical capacity to complete the Works will be assessed in terms of the following. Based on such assessment, the Employer will determine whether the Technical Proposal is substantially responsive to the requirements stipulated in Section VI, Works Requirements

- (i) mobilisation of key construction equipment and personnel for the execution of the Works.
- (ii) adequately supervising and controlling the execution of the Works by the appropriate allocation of staff.
- (iii) planning and scheduling of all work activities in such a manner that the Works will be completed on time and meet with all Contract requirements.
- (iv) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (v) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.

**1.1.1 Personnel**

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

No.	Position	Minimum Number of Years	
		Similar Positions	Total Work Experience
1			
2			
3			
4			
5			
...			

*Notes for the Employer:*

(a) *The positions listed shall be limited to senior positions that are essential to the proper and timely execution of the Works, such as Project Manager, Chief Engineer(s) or Section Manager(s) - responsible for major activities. The Employer shall make sure that the number of positions shall be kept to a minimum required for that purpose.*

(b) *One of the key positions shall be a Health and Safety Manager.*

(c) *Insert requirements for award of multiple lots, if applicable.*

Alternative candidates for key positions shall not be evaluated.

The Bidder shall provide details of the proposed personnel for the Contract together with their experience records in Form PER-1 and Form PER-2 in Section IV, Bidding Forms.

**1.1.2 Construction Equipment**

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

No.	Equipment Type and Required Performance Characteristics	Minimum Requirement (Number of Units)
1		
2		
3		
4		
5		

*Notes for the Employer:*

(a) *The items listed shall be limited to major items of construction equipment that are essential to the proper and timely execution of the Works, and items that Bidders may not readily be able to purchase, hire, or lease in the required time frame.*

(b) *Insert requirements for award of multiple lots, if applicable.*

The Bidder shall provide further details of proposed items of construction equipment using Form EQU in Section IV, Bidding Forms.

**1.1.3 Other Evaluation Criteria**

*[If applicable, state other criteria. Otherwise state “N/A”].*

.....  
.....

**1.2 Financial Evaluation**

In addition to the criteria listed in ITB 35.1 (a) – (c), (e) and (f), the following criteria shall apply:

**1.2.1 Other Evaluation Criteria (ITB 35.1(d))**

*[If other criteria are permitted under ITB 35.1(d), state them below. Otherwise state “N/A”]*

.....  
.....

**1.2.2 Award Criteria for Multiple Lots (ITB 35.3)**

*[Insert the following paragraph in case of bidding for multiple lots, if applicable. Otherwise delete in its entirety and state “N/A”.*

*“If so provided in BDS 1.1, the Bidders have the option to bid for multiple lots of the Project in any combination. Bids for each lot or each combination of lots will then be evaluated taking into account discounts offered, if any, for the award of such multiple lots.*

*The lots will be awarded to the Bidder(s) offering the lowest evaluated cost to the Employer considering such discounts offered, subject to the selected Bidder(s) meeting the required qualification criteria for the award of such multiple lots.”]*

**1.3 Alternative Times for Completion (ITB 13.1)**

“Time for Completion” is defined as a period between the Start Date and the Intended Completion Date as provided in the Contract.

*[If alternative times for completion are not permitted under ITB 13.1, then, insert the following.]*

Intended Completion Date of the Works shall be *[insert date indicated in Sub-Clause 1.1(t) of Section VIII, Particular Conditions]*. No credit will be given for earlier completion.

*[If alternative times for completion are permitted under ITB 13.1, then insert the following.]*

Time for Completion of the Works shall be between *[insert number of days]* (hereinafter referred to as “*Minimum Designated Period*”) and *[insert number of days]* (hereinafter referred to as “*Maximum Designated Period*”).

The adjustment rate in the event of completion beyond the minimum period shall be *[insert percentage in words and figures (%) for each week of delay from that minimum period]*.

No credit will be given for completion earlier than the Minimum Designated Period. Bids offering a completion date beyond the Maximum Designated Period shall be rejected.

*[The adjustment rate of 0.2% per week is a reasonable figure. Alternatively, the rate may be a fixed amount per month, or pro rata per week, of delay related to the loss of benefits to the Employer.]*

*The accepted period between the Minimum Designated Period and the Maximum Designated Period should be such that the percentage or amount corresponding to the Maximum Designated Period should be less than or equal to the percentage or maximum amount of Liquidated Damages specified in PC 52.1 of Section VIII, Particular Conditions.]*



## 2. Qualification

### (I) Qualification of the Bidder but not of Bidder's Affiliates

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as subcontractors to be employed for the key activities listed in this Section), and not the Bidder's parent company(ies), group companies, subsidiaries, or other affiliates, that must satisfy the qualification criteria.

### (II) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires the Bidder to state a monetary amount, the Bidder should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.
- (b) 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 BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

### (III) Qualification Criteria for Award of Multiple Lots

*[Insert the following clause in case of bidding for multiple lots. Otherwise state "N/A".*

*"The criteria for qualification is the aggregate minimum requirement, or any other reasonable requirements set forth by the Employer, for respective lots as specified under Sub-Factors 2.3.2, 2.3.3, 2.4.2(a) and 2.4.2(b)below."*]

## 2.1 Eligibility

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI -1 and 2 <sup>(i)</sup> with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of Bid Form ACK
<p><u>Notes for the Bidders</u></p> <p>(i) ELI -2 is required only if the Bidder is a JV.</p> <p>(ii) This requirement also applies to subcontractors if proposed by the Bidder under 2.4.2(b) below.</p>							

## 2.2 Historical Contract Non-Performance and Litigation

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.2.1	History of Non-Performing Contracts	Non-performance of a contract <sup>(i)</sup> did not occur as a result of contractor's default since 1 <sup>st</sup> January [ <i>insert year</i> ]. <sup>1</sup>	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON
2.2.2	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON
2.2.3	Litigation History	No consistent history of court orders <sup>(iii)</sup> against the Bidder since 1 <sup>st</sup> January [ <i>insert year</i> ]. <sup>1</sup>	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON

### Notes for the Bidders

(i) Non-performance, as decided by the Employer, shall include all contracts:

- (a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, 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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		been exhausted.					
		(ii) This requirement also applies to contracts executed by the Bidder as a JV member.					
		(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of court orders against the Bidder or any member of a joint venture may result in failure of the Bid.					
<i>Notes for the Employer</i>							
1. Year should usually be five (5) years prior to the Bid submission deadline.							

## 2.3 Financial Situation and Capabilities

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.3.1	Financial Performance	<p>The financial statements for the last <i>[insert number of years]</i><sup>1</sup> years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p> <p>As the minimum requirement, the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN –1 with attachments
2.3.2	Average Annual Turnover	Minimum average annual turnover of USD <i>[insert amount in USD]</i> <sup>2</sup> , calculated as total certified payments received for contracts in progress and/ or completed, within the last <i>[insert number of years]</i> <sup>3</sup> years, divided by <i>[insert number of years]</i> <sup>4</sup> years.	Must meet requirement	Must meet requirement	Must meet <i>[insert number]</i> % <sup>5</sup> of the requirement	Must meet <i>[insert number]</i> % <sup>6</sup> of the requirement	Form FIN –2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<i>[insert requirements for award of multiple lots, if applicable.]</i>					
2.3.3	<b>Financial Capabilities</b>	<p>The Bidder shall demonstrate, to the satisfaction of the Employer that it currently (as of the Bid submission deadline), 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 <i>[insert amount in USD]</i><sup>7</sup> for the subject contract(s) net of the Bidder's all other commitments, both current and future.</p> <p><i>[insert requirements for award of multiple lots, if applicable]</i></p>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –3 and FIN –4

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<i>Notes for the Employer</i>							
<p>1. Time period usually specified is five (5) years; it may be reduced to three (3) years minimum (in agreement with JICA) under special country circumstances, such as to provide opportunity for a newly privatized construction industry with limited period of existence, but with suitable experience, etc.</p> <p>2. The amount stated should normally not be less than twice the estimated annual turnover in the proposed contract (based on a straight-line projection of the Employer's estimated contract value, including contingencies, over the contract duration). The multiplier of 2 may be reduced for very large contracts but in any case, should not be less than 1.5.</p> <p>3. The time period is normally five (5) years or more, but may be reduced to not less than three (3) years (in agreement with JICA) under special country circumstances, such as to provide opportunities for a newly privatized construction industry with only a short record of experience, etc.</p> <p>4. Same number of years as in 3. above.</p> <p>5. Usually not less than 25% of the requirement for each member of a JV.</p> <p>6. Usually not less than 40% of the requirement for one member of a JV.</p> <p>7. Indicate the construction cash flow requirement for a number of months, determined as the total time needed by the Employer to pay a contractor's invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Project Manager to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six (6) months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost.</p>							
$\text{Monthly Amount} = \frac{\text{Estimated Contract Value (inclusive of Taxes and Duties)}}{\text{Contract Period in Months}}$							

## 2.4 Experience

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.4.1	General Experience	Continuous experience under construction contracts in the role of prime contractor <sup>(i)</sup> (single firm or JV member) or subcontractor between 1 <sup>st</sup> January [ <i>insert year</i> ] <sup>1</sup> and the Bid submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
2.4.2	Specific Experience	<p>(a) A minimum number of [<i>insert number of contracts</i>]<sup>2</sup> similar contracts, each of minimum value of [<i>insert minimum value</i>]<sup>(ii)</sup> that have been satisfactorily completed<sup>(iii)</sup> as a prime contractor<sup>(i)</sup> (single entity or JV member)<sup>(iv)</sup> between 1st January [<i>insert year</i>]<sup>3</sup> and Bid submission deadline.</p> <p>The similarity of the contracts shall be based on the following: [<i>Based on Section VI, Works Requirements, specify the minimum key requirements in terms of physical size, complexity,</i></p>	Must meet requirement	Must meet requirement <sup>(v)</sup>	N/A	Must meet the following requirements: [ <i>list the minimum requirements to be met by one member; if there is no such requirement, state "N/A"</i> ]	Form EXP –2(a) with attachment



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p><i>construction method, technology and/or other characteristics including part of the requirements that may be met by subcontractors, if permitted, in accordance with ITB 16.2]</i></p> <p><i>[insert requirements for award of multiple lots, if applicable.]<sup>(vii)</sup></i></p>					
		<p>(b) For the above or other contracts completed and under implementation as prime contractor<sup>(i)</sup> (single entity or JV member) or subcontractor<sup>(vi)</sup> between 1<sup>st</sup> January <i>[insert year]</i><sup>4</sup> and Bid submission deadline, a minimum experience in the following key activities successfully completed<sup>(iii)</sup> <i>[list activities indicating number, length, area or volume as applicable.]</i></p> <p><i>[insert requirements for award of multiple lots, if applicable.]<sup>(vii)</sup></i></p>	<p>Must meet requirement</p> <p>Following activities can be met through a specialized subcontractor: <i>[specify activities, which may be met through a specialized subcontractor; if none, then state "N/A"]</i></p>	<p>Must meet requirement<sup>(v)</sup></p> <p>Following activities can be met through a specialized subcontractor: <i>[specify activities, which may be met through a specialized subcontractor; if none, then state "N/A"]</i></p>	N/A	<p>Must meet requirement</p> <p>Following requirements shall be met by one member: <i>[specify activities which shall be met by one member. If none, then state: "N/A"]</i></p>	<p>Form ELI –3 Form EXP –2(b) with attachment</p> <p>Schedule of Subcontractors</p>

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<u>Notes for the Bidders</u>							
<p>(i) For the purposes of this criterion, a 'management contractor' is also considered as a prime contractor. A firm which takes on the role of contract management is referred herein as 'management contractor'. A management contractor does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.</p> <p>(ii) Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.</p> <p>(iii) Completion shall be evidenced by submission of copy of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2(a) or Form EXP-2(b) of Section IV, Bidding Forms.</p> <p>(iv) For contracts under which the Bidder participated as a JV member, only the Bidder's share, by value, shall be considered to meet this requirement.</p> <p>(v) In case of a 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.</p> <p>(vi) For contracts under which the Bidder participated as a JV member or subcontractor, only the Bidder's share, by value and role, shall be considered to meet this requirement.</p> <p>(vii) The minimum experience requirement for award of multiple lots will be the sum of the minimum requirements for respective individual lots.</p>							
<u>Notes for the Employer</u>							
<ol style="list-style-type: none"> <li>1. <i>The time period is usually five (5) years or more, but may be reduced to not less than three (3) years (in agreement with JICA) under special country circumstances, such as to provide opportunities for a newly privatized construction industry with only a short record of experience.</i></li> <li>2. <i>The range of contract numbers should be one (1) to three (3), depending on the size, value, nature and complexity of the subject contract, the exposure of the Employer to risk of contractor default, country conditions and history of similar contracts performed in the past.</i></li> <li>3. <i>The time period is usually five (5) years, and may be extended up to a period of ten (10) years for large-scale projects.</i></li> <li>4. <i>Same as that stipulated in Sub-Factor 2.4.2 (a) above.</i></li> </ol>							

## Section IV. Bidding Forms

### Notes for the Employer

This Section includes the forms which are to be completed by the Bidder and submitted as part of its Bid and the Employer shall include herein all forms that the Bidder shall fill out and include in its Bid. As specified in this section, these forms are the Letter of Bid and relevant Schedules, the Bid Security, the Bill of Quantities (or the Activity Schedule as the case may be), the Technical Proposal Form, and the Bidder's Qualification Information Forms.

The "Boxed" notes indicated as "*Notes for the Employer*" are not part of the actual Bidding Forms, but contain guidelines and instructions for the Employer. The Employer shall fill in all necessary information in the following forms, complying with those guidelines and instructions.

- (a) Bill of Quantities (or the Activity Schedule as the case may be)
- (b) Schedule of Adjustment Data (except for the data to be filled in prior to contract signing as specifically stated in the "*Notes for the Employer*" thereof).
- (c) Technical Proposal (except the Schedule of Subcontractors and the Forms PER -1: Proposed Personnel, PER-2: Resume of Proposed Personnel and EQU: Construction Equipment).
- (d) Form CON: Historical Contract Non-Performance and Litigation (relevant year in accordance with Section III, Evaluation and Qualification Criteria).
- (e) Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

The above "Boxed" notes shall be deleted from the actual Bidding Document issued to the Bidders.

Italicised notes containing guidance and instruction (not specifically addressed to the Employer) are given solely for the Bidder as to which data to be filled in in the respective form and they shall not be filled in or modified by the Employer.

The "*Notes for the Bidders*" contained in this Section IV shall be included in the actual Bidding Document to be issued to the Bidders.



# Section IV. Bidding Forms

## Table of Forms

BF

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***[Prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]***

## Letter of Bid

Date : *[insert date of Bid submission]*  
 IFB No. : *[insert Invitation for Bid number]*  
 Project : *[insert name of Project]*  
 Contract : *[insert name of Contract]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: *[insert the number and issuing date of each addendum]*;
- (b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including subcontractors have no conflict of interest in accordance with ITB 4;
- (d) We offer to execute in conformity with the Bidding Document the following Works: *[insert a brief description of the Works]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:  
*[In case of only one lot, insert the total price of the Bid in words and figures, indicating the amounts in the respective currencies.]*

*[In case of multiple lots, insert:*

*(i) the total price of each lot; and*

*(ii) the sum of the total price of all lots;*

*in words and figures, indicating the amounts in the respective currencies.]*

- (f) The discounts offered and the methodology for their application are:

The discounts offered are: *[specify in detail each discount offered]*

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

- (g) Our Bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c);
- (j) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud or corruption.

Name of the Bidder<sup>1</sup> [*insert name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder<sup>2</sup> [*insert complete name of person duly authorized to sign the Bid*]

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

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

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

#### Notes for the Bidders

1. In the case of the Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.
2. Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Bid.

## Schedule of Adjustment Data

Table A. Local Currency

**Notes for the Employer**

The Employer shall indicate the necessary information in columns (i), (ii) and (iii), and shall also provide a fixed value in ‘a’ and a range of values in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vi). Column (iv) shall be left blank in the Bidding Document, shall be filled in with the relevant Values and Dates, prior to contract signing, as stated in note 3 below.

(i)	(ii)	(iii)	(iv)		(v)	(vi)
Index Code	Index Description	Source of Index	Base Cost Index <sup>3</sup>		Total Amount <sup>1</sup> (Each Index)	Bidder's proposed weighting <sup>2</sup>
			Value	Date		
	Non-adjustable	-	-	-		a: _____
						b: _____
						c: _____
						d: _____
						e: _____
<b>Total</b>						<b>1.00</b>

Notes for the Bidders

1. The Bidder shall fill in column (v), the Total Amount of each index component (i.e.: labour, material, equipment, etc as stated in column (ii)) quoted in the local currency.  
The Total Amount of the relevant “*Non-adjustable*” component shall also be indicated in the corresponding cell.
2. The Bidder shall specify a value within the ranges given by the Employer in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vi), so that the total weighting equals 1.00.
3. The Values and the Dates of the Base Cost Index(ices) will be provided by the Employer prior to contract signing.



Table B. Foreign Currency<sup>1</sup>**Notes for the Employer**

The Employer shall indicate the necessary information in columns (i) and (ii), and shall also provide a fixed value in 'a' and a range of values in 'b', 'c', 'd' and 'e' of column (vii).

**Payment Currency<sup>2</sup>:** \_\_\_\_\_

(i)	(ii)	(iii)	(iv)		(v)		(vi)		(vii)
Index Code	Index Description	Source of Index <sup>3</sup>	Base Cost Index <sup>4</sup>		Total in Source Currency <sup>5</sup>		Total in Payment Currency <sup>6</sup>		Bidder's proposed weighting <sup>7</sup>
			Value	Date	Type	Amount	Exchange Rate	Amount	
	Non-adjustable	-	-	-	-	-			a: _____
									b: _____
									c: _____
									d: _____
									e: _____
<b>Total</b>									1.00

**Notes for the Bidders**

1. If so provided in BDS 15.1, the Bidder may quote in more than one foreign currency and, then this table should be repeated for each of those foreign currencies.
2. The Bidder shall indicate at the top of the table, the type of the foreign currency.
3. The Bidder shall indicate the Source of each Index in column (iii).
4. The Bidder may leave the Values and the Dates of the Base Cost Indices in column (iv). If they are not available prior to submission of the Bid, due to absence of the relevant publication. However, the Bidder shall provide such Values and Dates prior to contract signing.
5. The Bidder shall fill in Column (v), the Total Amount of each index component (i.e.: labour, material, equipment, etc. as stated in column (ii)) to be procured in a particular Source Currency.

For the purposes of this Schedule, the "Source Currency" of any index component means the currency, in which that index component is intended to be procured by the Bidder.

If the Source Currency of any index component is as same as the Payment Currency of this table, the Bidder may leave the corresponding cell of column (v) blank.

6. The Bidder shall derive the Total Amount in Payment Currency in Column (vi) by applying the exchange rate prevailing on the Base Date (as defined in GC Sub-Clause

1.1(d)), as published by the central bank of the country of the source currency, to the Total Amount in Source Currency in column (v).

The Total Amount of the “*Non-adjustable*” component quoted in the subject foreign currency shall also be indicated in the corresponding cell so that the total of column (vi) equals to the subject foreign currency portion of the Bid Price.

7. The Bidder shall specify a value within the ranges given by the Employer in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vii), so that the total weighting equals 1.00.

## Price Schedules

### Notes for the Employer

The Employer shall choose one of the two options given below based on the type of the Contract:

- (a) Option I : Bill of Quantities, in the case of an admeasurement contract
- (b) Option II : Activity Schedule, in the case of a lump-sum contract.

#### Option I: Bill of Quantities

In the case of an admeasurement contract, the Employer shall choose the Option I: Bill of Quantities which typically includes the following:

- A. Preamble to the Bill of Quantities;
- B. Work Items (including part Bills);

#### Option II: Activity Schedule

In the case of a lump-sum contract, the Employer shall choose the Option II: Activity Schedule which typically includes the following:

- A. Preamble to the Activity Schedule;
- B. Work Activities (including part Schedules);

#### Common to both Option I and Option II

The following are common to both Option I: Bill of Quantities and Option II: Activity Schedule above.

- C. Daywork Schedule;
- D. Schedule of Provisional Sums; and
- E. Grand Summary.

## Option I. Bill of Quantities

### Notes for the Employer

**The Bill of Quantities is applicable only in the case of an admeasurement contract.**

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, the Bill of Quantities should be well-structured and coherent, and its layout and content should be as simple and brief as possible.

The drafter of the Bill of Quantities should refer and follow, where applicable, the guidance and directions given under the **Bill of Quantities of Section IV of Standard Bidding Document for Procurement of Works**, the latest version, with respect to the following:

- Contents of the Bill of Quantities
- Preambles
- Method of Measurement
- Work Items and Item Description
- Quantities and Unit of Measurement
- Ground and Excavation Levels
- Daywork Schedule
- Provisional Sums
- Grand Summary

## A. Preamble to the Bill of Quantities

### Notes for the Employer

**The content of this Item A. Preamble to the Bill of Quantities is applicable only in the case of an admeasurement contract.**

The Preamble is an essential part of the Bill of Quantities as it sets out the general principles based on which the Bill of Quantities is prepared and priced. The following paragraphs have been drafted for the reference of the Employer and they shall be modified or supplemented as appropriate, considering the country, project and work specific requirements.

The Preamble shall be consistent with the General and Particular Conditions of Contract, Specification, Drawing and any other document forming part of the Contract. The Employer shall make sure that the Preamble is attached to the priced Bill of Quantities when compiling the Contract documents.

1. The Bill of Quantities shall be read in conjunction with the General and Particular Conditions of Contract, Specification, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The payment shall be made based on the actual quantities of the work executed in accordance with the Contract.
3. The rates and prices in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all costs for construction plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the Bill of Quantities, irrespective of whether quantities are stated or not. Items against which no rate or price is entered in the priced Bill of Quantities shall be deemed to be covered by the rates or prices entered for other items therein, and will not be paid for separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be included in the rates or prices entered for the related items of work.
6. General requirements, directions and/or descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Relevant sections of the Contract documents shall be referred to before entering prices against each item in the Bill of Quantities.
7. Provisional Sums included in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with GC Clause 42 of the General Conditions of Contract, as applicable.

8. The method of measurement of completed work for payment shall be in accordance with [*The Employer shall insert the name of a standard reference guide, or full details of the methods to be used.*].
9. When unit rates and/or prices quoted in the Bill of Quantities as provided in:
  - (a) [*The Employer shall insert name of local currency, as indicated in BDS 15.1.*], there shall be [*The Employer shall insert number of decimal places.*] decimal places below zero.
  - (b) Japanese Yen (JPY), there shall be no decimal places below zero.
  - (c) [*The Employer shall insert name of any other foreign currency, as indicated in BDS 15.1.*], there shall be [*The Employer shall insert number of decimal places.*] decimal places below zero.

Any price(s) resulting from computations (such as unit price multiplied by quantity) shall be rounded down to the nearest decimal place(s) as indicated for each relevant currency above.

10. Where there are any items of work provided in the Bill of Quantities for complying with requirements of sub-clauses 21.5 of the General Conditions of Contract, payment for such items are made only by monthly instalments upon the Contractor's compliance with all contract requirements with respect of that item, for each month, to the satisfaction of the Project Manager.

## B. Work Items

### Notes for the Employer

**The content of this Item B. Work Items is applicable only in the case of an admeasurement contract.**

They have been included only for the reference of the Employer and/or the Employer's consultant, and shall be modified or supplemented as appropriate, considering the country, project and work specific requirements.

They shall also be consistent with the General and Particular Conditions of Contract, Specification, Drawing and any other document forming part of the Contract. Where appropriate, the work items should be categorised into part Bills considering their nature and scope, and timing of execution.

1. The Bill of Quantities contains the following part Bills, Schedules and the Summary:

Bill No. 1 - *[insert name of Part Bill]*;

Bill No. 2 - *[insert name of Part Bill]*;

Bill No. 3 - *[insert name of Part Bill]*;

Bill No. 4 - *[insert name of Part Bill]*;

Daywork Schedule;

Schedule of Specified Provisional Sums; and  
Grand Summary.

2. The Bill of Quantities shall be priced in the currency(ies) specified below.

(a) *[The Employer shall insert name of local currency as indicated in BDS 15.1.]*

(b) Japanese Yen (JPY).

(c) *[The Employer shall insert name of any other foreign currency(ies), as indicated in BDS 15.1.].*





## Option II. Activity Schedule

### Notes for the Employer

**The Activity Schedule is applicable only in the case of a lump-sum contract.**

The objectives of the Activity Schedules are:

- (a) to provide sufficient information on the work activities 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 Activity Schedule for use in the periodic valuation of Works executed.

In order to attain these objectives, the Activity Schedule should be well-structured and coherent, and its layout and content should be as simple and brief as possible.

The concept of priced “activity schedules” has mainly been adopted in lump-sum contracts, to enable payments to be made as “activities” are completed. Payments can also be made on the basis of percentage completion of each activity. Examples of such activities are:

- (a) In highway repaving contracts: each kilometer completed.
- (b) In a project for constructing many individual housing or classroom units: each of those units.
- (c) In the construction of a multi-story building: excavation; foundation structures; structural concrete (or steel) per floor; cladding, per foot: services (electrical, water, sewers, drains), each payable as a percentage completed in relation to the service for the whole building.

The drafter of the Activity Schedule should refer and follow, where applicable, the guidance and directions given under the **Price Schedule of Section IV of Standard Bidding Document for Procurement of Design Build Plant and Works**, the latest version, with respect to the following:

- Contents of the Price Schedule and Preambles
- Daywork Schedule
- Provisional Sums
- Grand Summary

## A. Preamble to the Activity Schedule

### Notes for the Employer

**The content of this Item A. Preamble to the Activity Schedule is applicable only in the case of a lump-sum contract.**

The Preamble is an essential part of the Activity Schedule as it sets out the general principles based on which the Activity Schedule is prepared and priced. The following paragraphs have been drafted for the reference of the Employer and they shall be modified or supplemented as appropriate, considering the country, project and work specific requirements.

The Preamble shall be consistent with the General and Particular Conditions of Contract, Specification, Drawing and any other document forming part of the Contract. The Employer shall make sure that the Preamble is attached to the priced Activity Schedule when compiling the Contract documents.

1. The Activity Schedule shall be read in conjunction with the General and Particular Conditions of Contract, Specification, and Drawings.
2. The Contract is executed on a lump-sum price basis. The Schedules do not generally give a full description of the work activities to be performed under each activity. Bidders shall be deemed to have read the Specifications and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the prices.
3. A price shall be entered against each activity in the Activity Schedule, and items against which no price is entered in the Activity Schedule shall be deemed to be covered by the prices entered for other items therein, and will not be paid for separately.
4. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Activity Schedule, and where no items are provided, the cost shall be deemed to be included in the rates or prices entered for the related items of work.
5. General requirements, directions and/or descriptions of work and materials are not necessarily repeated or summarized in the Activity Schedule. Relevant sections of the Contract documents shall be referred to before entering prices against each item in the Activity Schedule.
6. Provisional Sums included and so designated in the Activity Schedule shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with GC Clause 42 of the General Conditions of Contract, as applicable.
7. When prices quoted in the Activity Schedule are provided in:

- (a) [*The Employer shall insert name of local currency, as indicated in BDS 15.1.*], there shall be [*The Employer shall insert number of decimal places.*] decimal places below zero.
- (b) Japanese Yen (JPY), there shall be no decimal places below zero.
- (c) [*The Employer shall insert name of any other foreign currency, as indicated in BDS 15.1.*], there shall be [*The Employer shall insert number of decimal places.*] decimal places below zero.

Any price(s) resulting from computations shall be rounded down to the nearest decimal place(s) as indicated for each relevant currency above.

## B. Work Activities

### Notes for the Employer

**The content of this Item B. Work Activities is applicable only in the case of a lump-sum contract.**

They have been included only for the reference of the Employer and/or the Employer's consultant, and shall be modified or supplemented as appropriate, considering the country, project and work specific requirements.

They shall also be consistent with the General and Particular Conditions of Contract, Specification, Drawing and any other document forming part of the Contract. Where appropriate, the work items should be categorised into part Schedules considering their nature and scope, and timing of execution.

1. The Activity Schedule contains the following part Schedules, Schedules and the Summary:  
Schedule No. *[insert No.]* - *[insert name of Part Schedule]*;  
Daywork Schedule;  
Schedule of Specified Provisional Sums; and  
  
Grand Summary.
2. The Activity Schedule shall be priced in the currency(ies) specified below.
  - (a) *[The Employer shall insert name of local currency as indicated in BDS 15.1]*
  - (b) Japanese Yen (JPY).
  - (c) *[The Employer shall insert name of any other foreign currency(ies), as indicated in BDS 15.1.].*



## C. Daywork Schedule

### Notes for the Employer

**The content of this Item C. Daywork Schedules is applicable regardless of the type of the contract. (whether admeasurement or lump-sum).**

A “Daywork Schedule” is commonly found in contracts where the likely incidence of incidental work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities (in the case of an admeasurement contract) or activities listed in the Activity Schedule (in the case of a lump-sum contract).

The Employer or the consultant on his behalf, shall list out in the Daywork Schedules below, items of Labour, Material and the Contractor’s Equipment, likely to be required in case of work not covered under the Contract, considering the nature, extent and scope of the Works, project and the locality.

### General

1. Reference should be made to Clause 43 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Project Manager. The Bidders shall enter basic rates for Daywork items in the Schedules, which rates shall apply to any quantity of Daywork ordered by the Project Manager. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Grand Summary. Unless payment is at current rate or as otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract. The basic rates applied to Daywork items may be quoted and payable in a single currency (either local currency or foreign currency) or multiple currencies (both local and foreign currencies), as appropriate.

### Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the work location to execute the particular item of daywork to the time of return to the original place of departure. Only the time of classes of labour directly doing work ordered by the Project Manager and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but the time of foremen or other supervisory personnel supervising the work will not be measured.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc., as described below:

- (a) The basic rates for labour shall be deemed to cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with all laws and regulations of [*country of Employer*].
- (b) The additional percentage to be quoted by the Bidder shall be applied to basic costs incurred under (a) above, and this additional percentage payment shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

### **Daywork Materials**

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates representing the Contractor's profit, overhead charges, etc., as described below:
  - (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.
  - (b) the additional percentage shall be quoted by the Bidder and applied to the basic cost incurred under (a) above, and this additional percentage payment shall be deemed to cover the Contractor's profit, overheads, administrative costs and all other charges related to the procurement and supply of such material.
  - (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used:
    - (i) shall not be included in the basic rate or percentage above; and
    - (ii) shall be paid separately under Schedule of Daywork Rates 1. Labour and/or Schedule of Daywork Rates 3. Contractor's Equipment, as appropriate.

### **Daywork Contractor's Equipment**

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment (including those already on Site) employed on Daywork at the basic rates entered by him in the **Schedule of Daywork Rates: 3. Contractor's Equipment**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- (a) The basic rates for equipment shall be deemed to cover all direct cost to the Contractor including (but not limited to) the depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables directly related to the use of such equipment.
- (b) The additional percentage shall be quoted by the Bidder and applied to the basic cost incurred under (a) above and this additional percentage payment shall be deemed to cover the Contractor's profit, overheads, administrative costs and all other charges related to the use of such equipment.
- (c) The cost of drivers, operators, and assistants:
  - (i) shall not be included in the basic rate or percentage above; and
  - (ii) shall be paid for separately under Schedule of Daywork Rates 1. Labour.

**Notes for the Employer**

An alternative to the separate payment stated in subparagraph (c)(i), (sometimes adopted for administrative convenience) is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The subparagraph 5 should then be modified accordingly.

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









**Daywork Summary**

Description	<i>Amount</i>	
	<i>Local</i>	<i>Foreign</i>
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Grand Summary, p. _)	-----	-----

### Schedule of Specified Provisional Sums

**Notes for the Employer:**

*This Schedule of Specified Provisional Sums shall be inserted regardless of the type of the contract. (whether admeasurement or lump-sum).*

The local and foreign currency portions of the Amount shall be inserted for each Provisional Sum, under the respective under the respective 'Amount' columns.

Item No.	Description	Amount	
		Local	Foreign
1	Supply and install equipment in pumping station	[sum]	[sum]
2	Provide for ventilation system in subway tunnel	[sum]	[sum]
3			
4			
etc.			
	Total (carried forward to Grand Summary (C), p. ____ )	[sum]	[sum]

Notes for the Bidders

- Provisional Sums included and designated above shall be expended in whole or in part at the direction of the Project Manager and in accordance with Clause 42 of the General Conditions.

### Grand Summary

#### Notes for the Employer

**This Grand Summary shall be inserted regardless of the type of the contract. (whether admeasurement or lump-sum) In the Case of admeasurement contract, the wording “Schedule” or “Schedules” in the Summary shall be deleted and in the case of lump-sum contracts, “Bill” or “Bills” shall be deleted.**

For item (C), the local and foreign currency portions of the total Estimated Cost of the Specified Provisional Sums, as indicated in the Schedule of Specified Provisional Sums shall be inserted under the respective ‘Amount’ columns.

Moreover, in item (E), out of the two options provided in BDS 14.8:

- (a) if option A is chosen; insert the applicable percentage in “(...%)”.
- (b) if option B is chosen; delete “(...%)” together with note 1, and then insert the relevant local and foreign currency portions of the Amount under the respective ‘Amount’ columns.

Description	Page	Amount	
		Local	Foreign
Bill/ Schedule No. [insert No.]: [insert name]			
—etc.—			
(A) Total of Bills/ Schedules			
(B) Total for Daywork (Provisional Sum)			
(C) Specified Provisional Sums		[sum]	[sum]
(D) Total of Bills/ Schedules Plus Provisional Sums (A + B + C)			
(E) Add contingency allowance (...%)		[sum] <sup>1</sup>	[sum] <sup>1</sup>
(F) Bid Price (D + E) [Carried forward to Letter of Bid]			

Notes for the Bidders

1. The Bidder shall derive the local and foreign currency portion of this Amount, applying the relevant percentage indicated in BDS 14.8.

## Technical Proposal

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Health and Safety Plan
- Environmental Plan
- Schedule of Subcontractors
- Personnel:
  - Form PER-1: Proposed Personnel
  - Form PER -2: Resume of Proposed Personnel
- Construction Equipment
  - Form EQU: Construction Equipment
- [*others*]

## Site Organization

### Notes for the Employer

The Employer shall briefly but as clearly as possible describe the relevant submission requirements for the Bidder to comply with.

*[The Bidder shall insert the organization information.]*



## **Method Statement**

### **Notes for the Employer**

The Employer shall briefly but as clearly as possible describe the relevant submission requirements for the Bidder to comply with.

*[The Bidder shall insert the Method of Statement.]*

## **Mobilization Schedule**

### **Notes for the Employer**

The Employer shall briefly but as clearly as possible describe the relevant submission requirements for the Bidder to comply with.

*[The Bidder shall insert the Mobilization Schedule.]*

## **Construction Schedule**

### **Notes for the Employer**

The Employer shall briefly but as clearly as possible describe the relevant submission requirements for the Bidder to comply with.

*[The Bidder shall insert the Construction Schedule.]*

## Health and Safety Plan

### Notes for the Employer

The Employer shall briefly but as clearly as possible describe the relevant submission requirements for the Bidder to comply with.

*[The Bidder shall insert the Health and Safety Plan.]*

## **Environmental Plan**

### **Notes for the Employer**

The Employer shall briefly but as clearly as possible describe the relevant submission requirements for the Bidder to comply with.

*[The Bidder shall insert the Environmental Plan.]*



## Form PER -1: Proposed Personnel

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

Bidder's Legal Name: *[insert full name]*

JV Member Legal Name: *[insert full name]*

IFB No: *[insert number]*

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

*[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1. 'Title of Position' shall be filled in with key positions as listed in the above Clause.]*

<b>1.</b>	<b>Title of position:</b>
	<b>Name:</b>
<b>2.</b>	<b>Title of position:</b>
	<b>Name:</b>
<b>3.</b>	<b>Title of position:</b>
	<b>Name:</b>
<b>4.</b>	<b>Title of position:</b>
	<b>Name:</b>

## Form PER -2: Resume of Proposed Personnel

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

Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB No: [insert number]

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

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below:]

<b>Name of Bidder:</b>
------------------------

<b>Position:</b>							
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><b>Name:</b></td> <td style="width: 50%; padding: 5px;"><b>Date of birth:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications:</b></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Professional qualifications:</b>			
	<b>Name:</b>	<b>Date of birth:</b>					
<b>Professional qualifications:</b>							
<b>Present employment</b>	<b>Name of employer:</b>						
	<b>Address of employer:</b>						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><b>Telephone:</b></td> <td style="width: 50%; padding: 5px;"><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax:</b></td> <td style="padding: 5px;"><b>E-mail:</b></td> </tr> <tr> <td style="padding: 5px;"><b>Job title:</b></td> <td style="padding: 5px;"><b>Years with present employer:</b></td> </tr> </table>	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>	<b>E-mail:</b>	<b>Job title:</b>	<b>Years with present employer:</b>
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>					
	<b>Fax:</b>	<b>E-mail:</b>					
<b>Job title:</b>	<b>Years with present employer:</b>						



*[The Bidder shall summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the position of the proposed personnel.]*

From	To	Relevant Technical and Management Experience
		Company : Project : Position : Experience:   
		Company : Project : Position : Experience:   
		Company : Project : Position : Experience:   
		Company : Project : Position : Experience:   

## Form EQU: Construction Equipment

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

Bidder's Legal Name: *[insert full name]*

JV Member Legal Name: *[insert full name]*

IFB No: *[insert number]*

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

*[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]*

<b>Item of equipment:</b>		
<b>Equipment information</b>	<b>Name of manufacturer:</b>	<b>Model and power rating:</b>
	<b>Capacity:</b>	<b>Year of manufacture:</b>
<b>Current status</b>	<b>Current location:</b>	
	<b>Details of current commitments:</b>	
<b>Source</b>	<b>Indicate source of the equipment:</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

- Form ELI -1 : Bidder Information Form
- Form ELI -2 : JV Member Information Form
- Form ELI -3 : Subcontractor Information Form
- Form CON : Historical Contract Non-Performance and Litigation
- Form FIN -1 : Financial Situation
- Form FIN -2 : Average Annual Turnover
- Form FIN -3 : Financial Resources
- Form FIN -4 : Current Contract Commitments
- Form EXP -1 : General Experience
- Form EXP -2(a) : Specific Experience
- Form EXP -2(b) : Experience in Key Activities

## Form ELI - 1: Bidder Information Form

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

IFB No.: *[insert number]*

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

*[Bidders shall provide the following information. The documents listed/ stated as required shall be submitted as attachments hereto.]*

Bidder's legal name: <i>[insert full name]</i>
In case of a JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member.]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert mailing address]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> <li>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.</li> <li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>

## Form ELI -2: JV Member Information Form

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

IFB No.: *[insert number]*

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

*[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member, in case if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]*

Bidder's legal name: <i>[insert full name]</i>
JV Member's legal name: <i>[insert full name of JV member]</i>
JV Member's country of registration: <i>[insert country of registration]</i>
JV Member's year of incorporation: <i>[insert year of incorporation]</i>
JV Member's legal address in country of registration: <i>[insert mailing address]</i>
JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> <li>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.</li> <li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>

## Form ELI -3: Subcontractor Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[The following form is additional to Form ELI-1 and ELI-2 (if applicable), and shall be completed to provide information relating to the specialized subcontractor (if any) proposed to be used by the Bidder for the execution of the key activities listed in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b). The documents listed/ stated as required shall be submitted as attachments hereto.]*

Bidder's legal name: <i>[insert full name]</i>
Subcontractor's legal name: <i>[insert full name of Subcontractor]</i>
Subcontractor's country of registration: <i>[insert country of registration]</i>
Subcontractor's year of incorporation: <i>[insert year of incorporation]</i>
Subcontractor's legal address in country of registration: <i>[insert mailing address]</i>
Subcontractor's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> <li>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.</li> <li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>

## Form CON: Historical Contract Non-Performance and Litigation

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

### 1. History of Non-Performing Contracts

<b>Non-Performing Contracts</b>			
<p>In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, since 1<sup>st</sup> January [The Employer shall insert year.]:</p> <p>[The Bidder shall indicate the applicable wording below by checking the appropriate box]</p> <p><input type="checkbox"/> contract non-performance did not occur.</p> <p><input type="checkbox"/> contract non-performance occurred as indicated below:</p>			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> <li>• Contract Identification: [insert complete contract name, number, and any other identification]</li> <li>• Name of Employer: [insert full name]</li> <li>• Address of Employer: [insert mailing address]</li> <li>• Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]</li> <li>• E-mail address: [insert E-mail address]</li> <li>• Reason(s) for non-performance: [indicate main reason(s)]</li> </ul>	[insert current value, currency, exchange rate and USD equivalent]

**2. Pending Litigation**

<b>Pending Litigation</b>				
<p>In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2:                      [The Bidder shall choose the relevant wording below by checking the appropriate box]</p> <p><input type="checkbox"/> there is no pending litigation involving the Bidder.</p> <p><input type="checkbox"/> there is pending litigation involving the Bidder as indicated below:</p>				
<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Outcome as Percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount</b>
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> <li>• Contract Identification: [indicate complete contract name, number, and any other identification]</li> <li>• Name of Employer: [insert full name]</li> <li>• Address of Employer: [insert mailing address]</li> <li>• Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]</li> <li>• E-mail address: [insert e-mail address]</li> <li>• Party who initiated Litigation: [indicate "Employer" or "Contractor"]</li> <li>• Matter in dispute: [indicate main issues in dispute]</li> </ul>	[insert current value, currency, exchange rate and USD equivalent]



### 3. Litigation History

<b>Litigation History</b>		
<p>In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, since 1<sup>st</sup> January [<i>The Employer shall insert year.</i>]:</p> <p>[<i>The Bidder shall choose the relevant wording below by checking the appropriate box</i>]</p> <p><input type="checkbox"/> there are no court orders against the Bidder.</p> <p><input type="checkbox"/> there are court orders against the Bidder as indicated below:</p>		
<b>Year of award</b>	<b>Contract Identification</b>	<b>Total Contract Amount</b>
[ <i>insert year</i> ]	<ul style="list-style-type: none"> <li>• Contract Identification: [<i>indicate complete contract name, number, and any other identification</i>]</li> <li>• Name of Employer: [<i>insert full name</i>]</li> <li>• Address of Employer: [<i>insert mailing address</i>]</li> <li>• Telephone/Fax numbers: [<i>insert telephone/fax numbers, including country and city codes</i>]</li> <li>• E-mail address: [<i>insert E-mail address</i>]</li> <li>• Matter in dispute: [<i>indicate main issues in dispute</i>]</li> <li>• Party who initiated litigation: [<i>indicate "Employer" or "Contractor"</i>]</li> <li>• Abstract of the Court Order: [<i>state concisely the court order concerning main issues in dispute</i>]</li> </ul>	[ <i>insert current value, currency, exchange rate and USD equivalent</i> ]

### Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder’s Legal Name: [insert full name]

JV Member’s Legal Name: [insert full name]

IFB No.: [insert number]

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

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Information from Balance Sheet</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					
<b>Information from Cash Flow Statement</b>					
Cash Flow from Operating Activities					

## **2. Financial documents**

The Bidder and its parties shall provide copies of the financial statements<sup>1</sup> for the number of years indicated in Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the legal entity(ies) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.
- (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 herewith are copies of financial statements for the number of years required above, and complying with the requirements.

### Notes for the Bidders

1. If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

## Form FIN -2: Average Annual Turnover

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

<b>Annual Turnover Data</b>			
<b>Year</b>	<b>Amount and Currency</b>	<b>Exchange Rate</b>	<b>USD equivalent</b>
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert applicable exchange rate]</i>	<i>[insert amount in USD equivalent]</i>
<b>Average Annual Turnover <sup>1</sup></b>			

Notes for the Bidders

1. Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

## Form FIN -3: Financial Resources

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]*

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

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

*[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.]*

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing<sup>1</sup></b>	<b>Amount (USD equivalent)</b>
1		
2		
3		

### Notes for the Bidders

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.

### Form FIN -4: Current Contract Commitments

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No. [insert number]

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

[The Bidder and each member 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 Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3]

Current Contract Commitments						
No.	Name of Contract	Employer's Mailing Address, Tel, Fax.	Value of Outstanding Work [Current USD Equivalent]	Commencement Date	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1						
2						
3						
4						
5						

## Form EXP -1: General Experience

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

[The Bidder shall identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1 and list contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	<ul style="list-style-type: none"> <li>• Contract name: [insert full name]</li> <li>• Brief description of the contract performed by the Bidder: [describe contract performed briefly]</li> <li>• Amount of contract: [insert amount in currency, mention currency used, exchange rate and USD equivalent]</li> <li>• Name of Employer: [indicate full name]</li> <li>• Address: [indicate mailing address]</li> </ul>	[insert "Prime Contractor (single entity or JV member)" or "Subcontractor"]

## Form EXP -2(a): Specific Experience

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]*

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

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

*[The Bidder shall fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).]*

<b>Contract of Similar Size and Nature</b>			
<b>Similar Contract No.</b>	<b>Information</b>		
<i>[insert number] of [insert number of similar contracts required]</i>			
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g., 15 June 2015]</i>		
Completion Date	<i>[insert day, month, year, e.g., 03 October 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor		
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>	USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert percentage participation]</i>	<i>[insert total contract amount and currency(ies)]</i>	USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>
	<i>[describe participation in JV and work performed]</i>		
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[Insert mailing address]</i>		



<b>Contract of Similar Size and Nature</b>	
<b>Similar Contract No.</b>	<b>Information</b>
<i>[insert number] of [insert number of similar contracts required]</i>	
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical Size of Required Works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Construction Methods/ Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Works Requirements]</i>
Attached herewith are the copies of originals of:	
(a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).	
(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the contract above-mentioned contract has been successfully completed.	

## Form EXP -2(b): Experience in Key Activities

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

Bidder's Legal Name: *[insert full name]/*

JV Member's Legal Name: *[insert full name]/*

Subcontractor's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

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

### 1. Summary of Key Activities

*[Fill out if the Bidder is a Single Firm/JV or proposes specialized subcontractors for the execution of any of the key activities.]*

<b>Summary of Single Firm/JV Member/ Subcontractor for Key Activities</b>		
<b>Key Activity</b>		<i>Single Firm/JV Member/ Subcontractor</i>
<b>No</b>	<b>Description</b>	
1	<i>[insert name of Activity No. 1]</i>	<i>[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)]</i> (i) _____ (ii) _____ (iii) _____
2	<i>[insert name of Activity No. 2]</i>	<i>[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)]</i> (i) _____ (ii) _____ (iii) _____
3	<i>[insert name of Activity No. 3]</i>	<i>[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)]</i> (i) _____ (ii) _____ (iii) _____
4	<i>[insert name of Activity No. 4]</i>	<i>[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)]</i> (i) _____ (ii) _____

		(iii) _____
etc.	_____	_____

**2. Contract Information**

**Key Activity No (1): [insert name of Key Activity]**

[Fill out one (1) form per contracts performed by the Bidder (Single Firm/ JV member/ specialized subcontractor) as listed in the Summary of Key Activities above in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b). The documents listed/ stated as required shall be submitted as attachments hereto.]

(i) [insert full name of Single Firm, JV Member’s/ Subcontractor’s Legal Name]

<b>Contract with Similar Key Activities</b>			
<b>Item</b>	<b>Information</b>		
Contract Identification	[insert contract name and number, if applicable]		
Award Date	[insert day, month, year, e.g., 15 June 2015]		
Completion Date	[insert day, month, year, e.g., 03 October 2017]		
Role in Contract [check the appropriate box]	Prime Contractor		Subcontractor
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	<input type="checkbox"/>
Total Contract Amount	[insert total contract amount and currency(ies)]	USD [insert Exchange rate and total contract amount in USD equivalent]	
[Insert brief description of the Activity No. (1)]	[Describe briefly how the corresponding minimum requirement is met]		
Employer’s Name:	[insert full name]		
Address:	[indicate mailing address]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
e-mail:	[insert E-mail address, if available]		
Attached herewith are the copies of originals of:			
(a) abstracts of contract documents, sub-contract agreements, JV Agreements, etc. evidencing			

**Contract with Similar Key Activities**

that the above activity meets the criteria specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b).

- (b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)) for the above-mentioned contract, evidencing that the above activity has been successfully carried out.

(ii) *[insert full name of Single Firm/JV Member's/ Subcontractor's Legal Name]*

(iii) *[insert full name of Single Firm/JV Member's/ Subcontractor's Legal Name]*

**Key Activity No. (2):**

**Key Activity No. (3):**

## Form ACK

### Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

#### Notes for the Employer

The Form ACK should be finalized by using the latest version of Form ACK, uploaded in the JICA webpage;

[https://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/index.html](https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/index.html)

The “date of issuance of Invitation for Bids” under B) and B’) below should be both revised to:

- (a) “request for price quotation,” if a contractor is selected through the International Shopping”;
- (b) to "appointment", if a contractor is selected through the Direct Contracting; or
- (c) “Commencement of actual selection/bidding process”, if the Borrower wishes to adopt procurement procedures other than ICB, Limited International Bidding, International Shopping, or Direct Contracting.

The contact/ mailing address of JICA office in the project country should be stated in E) (2). Such address can be found in the webpage, URL of which has been given in E) (1). If there is no JICA office available in the country, E) (2) should be deleted in its entirety.

A) I, [*insert name and position of authorized signatory*], being duly authorized by [*insert name of Bidder/members of joint venture (“JV”)*] (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for [*insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1*] is true, correct and accurate to the best of the Bidder’s and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

*<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>*

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

*<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>*

- B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

- C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the Bidder and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.
- E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://forms.office.com/r/7n9Z2c4fAR>

Tel: +81 (0)3 5226 8850

- (2) JICA XX office

Tel:

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) including the Employer or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further

acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

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**Authorized Signatory**

*[insert name of signatory; title]*

**For and on behalf of**

*[insert name of the Bidder]*

Date: *[insert date]*



## Form of Bid Security

### (Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

**Beneficiary:** [*insert its name and address*]

**IFB No.:** [*insert number of Invitation for Bids*]

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

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

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

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [*insert description of contract*].

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.

This guarantee shall expire and be returned to us: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of

the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

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*[signature(s)]*

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

## **Section V. Eligible Source Countries of Japanese ODA Loans**

### **Notes for the Employer**

This Section contains information and provisions as to the Eligible Source Countries applicable for the Bidders, and for the goods and services to be supplied under the Contract, as included in the Loan Agreement with JICA.

The Employer shall insert below, all relevant information and provisions cited from the Loan Agreement with JICA. If any additional documents are required to be submitted by the Bidder as evidence of compliance of the provisions above, such additional documents shall be listed in Section II, Bid Data Sheet under ITB 11.1(i).



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## **PART 2 – WORKS REQUIREMENTS**



# Section VI. Works Requirements

## Contents

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## Specification

### Notes for the Employer

Precise and clear Specification is a prerequisite for the Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. In the context of international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and non-discrimination in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specification should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

A clause setting out the scope of the Works is often included at the beginning of the Specification, and it is customary to give a list of the Drawings. The Specification should also include, as appropriate, information of a technical nature, referring to the Specification or stating as specified / described / indicated in the Contract.

The metric units should be used. Most Specifications are normally written specially by the Employer or his consultants to suit the contracts for Works in hand. There are no standard Specifications for universal application in all sectors in all countries, but there are established principles and practices that are reflected in these documents.

Notwithstanding that this SBD (Small Works) and the corresponding Conditions of Contract are recommended only for employer-designed building and engineering works, the works may include a few elements of Contractor-designed civil, mechanical, electrical and/or construction works. However, this SBD (Small Works) is not recommended for “Design and Build” contracts when appropriate clauses are required.

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

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



standards mentioned, will also be acceptable.

Where excavation, boring, or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), should be provided in the Specification and this definition should be used for the purposes of measurement and payment. A sample description is given below for the reference of the drafter:

*” Rock is defined as all materials that, in the opinion of the Project Manager, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horse power (BHP) with a single, rear-mounted, heavy-duty ripper.”*

Moreover, in the Bill of Quantities in an admeasurement contract, Section IV, a separate pay item should be provided for the excavation of rock so that the Bidder can quote a suitable rate considering the removal method to be proposed by the Bidder.

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

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

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

## **Drawings**

### **Notes for the Employer**

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

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

The construction drawings, even if not fully developed, must show sufficient details to enable the Bidders to understand the type and complexity of the work involved and to price the Bill of Quantities (or the Activity Schedule as the case may be).

## Site Data

### Notes for the Employer

Pursuant to Sub-Clauses 1.1(ff) and 17 of the Conditions of Contract, the Employer shall make available to the Bidders, all relevant data in the Employer's possession pertaining to the Site and the proposed Works, which may typically include the following:

- (a) topographical survey data
- (b) environmental and social baseline data
- (c) meteorological data and tidal data
- (d) ground investigation and ground condition data (i.e. geotechnical data, geological data.)
- (e) utility records
- (f) land ownership data
- (g) ground water, surface water and hydrological data
- (h) orders, consents, permits, licenses and compliance requirements
- (i) as-built records of existing infrastructure
- (j) quality and environmental, health or safety systems to apply
- (k) Details of any risks or hazards
- (l) Any other physical constraints

If the Site Data is voluminous and the Employer finds it difficult to attach with the Bidding Document, the Employer may include only the list of such Site Data hereunder and issue them separately to the Bidders in CD(s)/ DVD(s).

## **Supplementary Information**

### **Notes for the Employer**

The Supplementary information may typically include any additional data or information relating to the Works, project, country or locality, which may be useful or helpful for the Bidder for preparation of its Bid.

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



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## **Notes for the Employer**

The Conditions of Contract comprises two parts:

- (a) **General Conditions** – GC (Section VII of this document); and
- (b) **Particular Conditions** – PC (Section VIII of this document).

The use of these General Conditions (Standard GC) is required in all bidding documents/ contracts for small works contracts of either admeasurement or lump-sum type to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans, and they shall be used without any modification.

A copy of the Standard GC shall be attached to the Bidding Document/Contract prepared by the Employer. If the General Conditions in the Bidding Document/Contract prepared by the Employer contain modifications from the Standard GC, JICA will not consider them valid and will require the Employer to revise the Bidding Document/ Contract so that the Standard GC, as defined above, shall apply.

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

In addition to those mentioned above, country- or project-specific provisions must also be prepared and incorporated in each case. Whoever drafts the PC should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. Note that the **PC provisions take precedence over those in the GC**. Clause numbers in the PC correspond to those in the GC.





# Section VII. General Conditions (GC)

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## General Conditions

### A. General

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them.
- (a) “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.
  - (b) “Activity Schedule” means the priced and completed schedule of the activities comprising the construction, installation, testing, and commissioning of the Works forming part of the Contract (in the case of a lump-sum contract), which includes the breakdown of the lump-sum Contract Price and which is used for the valuation of work executed and assessment of the effects of Variations and Compensation Events.
  - (c) “Adjudicator” means the single person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clause 27.
  - (d) “Base Date” means the date twenty-eight (28) days prior to the latest date for submission of the Bid.
  - (e) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Contract (in the case of an admeasurement contract) which includes the breakdown of the Contract Price and which is used for the valuation of work executed and assessment of the effects of Variations and Compensation Events.
  - (f) “Compensation Events” means those events that are defined in Clause 47.
  - (g) “Completion Date” means the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 57.1.
  - (h) “Contract” means the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Sub-Clause 2.3.
  - (i) “Contractor” means the person(s) named as contractor in the Letter of Bid accepted by the Employer and the legal successors in title to this person(s) **as specified in**

**the PC**

- (j) “Contract Price” means the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) “day” means calendar day; “month” means calendar month.
- (l) “Dayworks” means a work of a minor or incidental nature instructed by the Project Manager pursuant to Sub-Clause 43.1.
- (m) “Defect” means any part of the Works not completed in accordance with the Contract.
- (n) “Defects Liability Certificate” means the certificate issued by Project Manager under Sub-Clause 37.3.
- (o) “Defects Liability Period” means the period pursuant to Sub-Clause 37.1 and calculated from the Completion Date.
- (p) “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.
- (q) “Employer” means the party who employs the Contractor to carry out the Works, **as specified in the PC.**
- (r) “Equipment” means the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) “in writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (t) “Intended Completion Date” means the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time.
- (u) “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- (v) “Letter of Acceptance” means the letter of formal

acceptance, signed by the Employer, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

- (w) “Letter of Bid” means the document entitled Letter of Bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- (x) “Materials” means all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (y) “Party” means the Employer or the Contractor, as the context requires.
- (z) “PC” means Particular Conditions of Contract.
- (aa) “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.
- (bb) “Plant” means any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) “Project Manager” means the person **named in the PC** (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.
- (dd) “Provisional Sum” means a sum which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 42.1 (Provisional Sums).
- (ee) “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities (or the Activity Schedule, as the case may be), data, lists, and schedules of rates and/or prices.
- (ff) “Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be **specified in the PC** as forming

part of the Site.

- (gg) “Site Investigation Reports” are those that were included in the Bidding Documents and are factual and interpretative reports about the sub-surface, surface and hydrological conditions at the Site, including environmental aspects.
- (hh) “Specification” means the specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ii) “Start Date” is **given in the PC**. It is the latest date when the Contractor shall commence execution of the Works.
- (jj) “Subcontractor” means 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.
- (kk) “Taking-Over Certificate” means the certificate issued by Project Manager upon deciding that the whole of the Works is completed for the purposes of taking-over, in accordance with Sub-Clause 57.1.
- (ll) “Temporary Works” means works designed, constructed and installed by the Contractor that are needed for construction or installation of the Works.
- (mm) “Variation” means an instruction given by the Project Manager which varies the Works.
- (nn) “Works” means the Permanent Works and the Temporary Works, or either of them as appropriate.

## 2. Interpretation

- 2.1 In interpreting these GC, 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 GC.
- 2.2 If sectional completion is **specified in the PC**, references in the GC 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).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) the Contract Agreement,
  - (b) the Letter of Acceptance,
  - (c) the Letter of Bid,
  - (d) the Particular Conditions of Contract,
  - (e) the General Conditions of Contract,
  - (f) the Specification,
  - (g) the Drawings,
  - (h) the completed Schedules including the Schedule of Adjustment Data (if applicable) and the Bill of Quantities or the Activity Schedule (whichever applicable), and
  - (i) any other document **listed in the PC** as forming part of the Contract.
- 2.4 Any addendum issued during the bidding process shall:
- (a) be deemed to be incorporated into the original document in respect of which that addendum was issued; and
  - (b) take precedence over the original document, and all its previous addenda.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PC**.
- 4. Contract Agreement**
- 4.1 The Parties shall enter into a Contract Agreement within twenty-eight (28) days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form included in the Contract. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
- 5. Assignment**
- 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:
- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
  - (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to

become due, under the Contract.

- 6. Joint and Several Liability**
- 6.1 If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:
- (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
  - (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
  - (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
- 7. Project Manager's Decisions**
- 7.1 The Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 8. Delegation**
- 8.1 **Unless otherwise specified in the PC**, 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.
- 9. Communications**
- 9.1 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.
- 9.2 The language of communication shall be the language stated in the PC as the Language of the Contract.
- 10. Subcontracting**
- 10.1 The Contractor may subcontract with the approval of the Project Manager. Subcontracting shall not alter the Contractor's obligations.
- 11. Cooperation**
- 11.1 The Contractor shall cooperate and share the Site with other contractors employed by the Employer, public authorities, utilities, and the Employer as specified in the Contract. The Contractor shall also provide facilities and services for them as described in the Contract. If the Project Manager instructs the Contractor to extend further cooperation, such modification may constitute a Compensation Event.
- 12. Personnel and Equipment**
- 12.1 The Contractor may replace any of the key personnel or equipment identified in its Bid subject to the Project Manager's approval only if their relevant qualifications or characteristics are



substantially equal to or better than those proposed in the Bid.

12.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract.

**13. Employer's  
and  
Contractor's  
Risks**

13.1 The Employer carries the risks which are specified in Sub-Clause 14.1 and 14.2, and the Contractor carries the risks which are specified as Contractor's risks in Sub-Clause 15.1.

**14. Employer's  
Risks**

14.1 From the Start Date until the Completion Date, the following risks shall be assumed by the Employer:

(a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

(i) use or occupation of the Site or the Works by the Employer; or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to the Employer except the Contractor.

(b) 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, hostilities (whether war declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion of disorder or radioactive contamination directly affecting the country where the Works are to be executed.

14.2 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 shall be assumed by the Employer except loss or damage due to:

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was attributable to the Contractor, or

(c) the activities of the Contractor on the Site after the

## Completion Date.

- 15. Contractor's Risks** 15.1 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) arising out of the execution and completion of the Works and remedying any defects.
- 16. Insurance** 16.1 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 PC** for the following events which are due to the Contractor's risks stated in Sub-Clause 15.1:
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 16.2 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.
- 16.3 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.
- 16.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 16.5 Both Parties shall comply with any conditions of the insurance policies.
- 17. Site Data** 17.1 The Contractor shall be deemed to have examined the Site Investigation Report, supplemented by any information made available to the Contractor by the Base Date.
- 18. Contractor to Construct the** 18.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

- Works** 18.2 All goods and services to be incorporated in or required for the Works shall meet the requirements specified in the Annex entitled “Eligible Source Countries of Japanese ODA Loans” to this PC.
- 19. The Works to Be Completed by the Intended Completion Date** 19.1 The Contractor shall commence execution of the Works by the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor pursuant to Sub-Clause 29.1, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 20. Approval by the Project Manager** 20.1 The Contractor shall, whenever required by the Project Manager, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Project Manager.
- 21. Safety** 21.1 The Contractor shall:
- (a) comply with all applicable safety regulations;
  - (b) take care for the safety of all persons entitled to be on the Site;
  - (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
  - (d) provide fencing, lighting, guarding and watching of the Works until the works have been taken over under Sub-Clause 58.1 for protection of the public.
- 21.2 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor’s personnel and any other person who are entitled to be on the Site. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor’s and Employer’s personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 21.3 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take

protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

21.4 The Contractor shall send, to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons and damage to property, as the Project Manager may reasonably require

21.5 **If so specified in the PC**, the Contractor shall take appropriate measures to prevent the spread of HIV-AIDS and other infectious diseases at the Site.

## **22. Staff and Labour**

### **22.1 Rates of Wages and Conditions of Labour**

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's personnel about their liability to pay personal income taxes in the country where the site is located in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

### **22.2 Persons in the Service of Employer**

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the personnel, currently employed by or in the service of Employer's personnel.

### **22.3 Labour Laws**

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

#### 22.4 Forced Labour

The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labour, such as indentured labour, bonded labour, or similar labour contracting arrangements.

#### 22.5 Child Labour

The Contractor shall not employ children in a manner that is economically exploitative, or 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. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

#### 22.6 Worker's Organization

In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts 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. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.

#### 22.7 Non-discrimination and Equal Opportunity

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline.

In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. 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.

- 23. Discoveries** 23.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. If the Contractor suffers delay and/or incurs cost from complying with the instructions, the Contractor shall give a further notice to the Project Manager and shall be entitled subject to an extension of time or payment of any such cost pursuant to Clause 47.
- 24. Possession of the Site** 24.1 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 PC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 25. Access to the Site** 25.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 26. Instructions by the Project Manager** 26.1 The Contractor shall carry out all instructions of the Project Manager.
- 27. Appointment of the Adjudicator** 27.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, by the date twenty-eight (28) days after a Party gives notice to the other Party of its intention to refer a dispute to the Adjudicator. If the Employer and the Contractor do not agree on the appointment of the Adjudicator, either Party will request the Appointing Authority **designated in the PC**, to appoint the Adjudicator within fourteen (14) days of receipt of such request.
- 27.2 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 thirty (30) days, the Adjudicator shall be designated by the Appointing Authority **designated in the PC** at

the request of either Party, within fourteen (14) days of receipt of such request.

27.3 If the Employer and the Contractor agree not to appoint an Adjudicator, the Project Manager shall act as the Adjudicator in accordance with the Sub-Clauses 28.1, 28.2 and 28.4, acting fairly, impartially and at the cost of the Employer.

## **28. Procedure for Disputes**

28.1 If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, then after an Adjudicator has been appointed pursuant to Sub-Clauses 27.1 and 27.2, either Party may refer the dispute in writing to the Adjudicator for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub-Clause.

28.2 The Adjudicator shall give a decision in writing within eighty-four (84) days of receipt of such reference or within a period otherwise agreed by the Employer and the Contractor.

28.3 The Adjudicator shall be paid by the hour at the rate agreed by the Parties and the Adjudicator, together with reimbursable expenses, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator.

28.4 The decision shall be binding on the both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below.

If either Party is dissatisfied with the Adjudicator's decision, then either Party may, within twenty-eight (28) days after receiving the decision, give a notice of dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the Adjudicator fails to give its decision within the period specified in Sub-Clause 28.2 after receiving such reference, then either Party may, within twenty-eight (28) days after this period has expired, give a notice of dissatisfaction to the other Party.

In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

If the Adjudicator has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by

either Party within twenty-eight (28) days after it received the Adjudicator's decision, then the decision shall become final and binding upon both Parties.

#### 28.5 Amicable Settlement

Where a notice of dissatisfaction has been given under Sub-Clause 28.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of dissatisfaction in accordance with Sub-Clause 28.4 above should move to commence arbitration after the fifty-sixth (56) day from the day on which a notice of dissatisfaction was given, even if no attempt at an amicable settlement has been made.

#### 28.6 Arbitration

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 28.5 above and in respect of which the Adjudicator's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) if the Contract is with a foreign contractor (or if the lead partner is a foreign contractor, in case of JV), international arbitration (1) with proceedings administered by the arbitration institution **designated in the PC**, and conducted under the rules of arbitration of such institution; or, if so **specified in the PC**, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA, or (3) if neither an arbitration institution nor arbitration rules are **specified in the PC**, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- (b) if the Contract is with a domestic contractor (or if the lead partner is a domestic contractor in case of JV), arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language of the Contract defined in Sub-Clause 3.1



## B. Time Control

- 29. Programme**
- 29.1 Within the time **stated in the PC**, after the date specified in the Sub-Clause 24.1, the Contractor shall submit to the Project Manager for approval a Programme 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.
- 29.2 The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations.
- 30. Extension of the Intended Completion Date**
- 30.1 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.
- 30.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within twenty-eight (28) days after receiving the supporting particulars provided by the Contractor in accordance with Sub-Clause 34.1. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay pursuant to Sub-Clause 34.1 and 34.2, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 31. Acceleration**
- 31.1 If, at any time:
- (a) actual progress is too slow to complete within the Intended Completion Time, and/or
- (b) progress has fallen (or will fall) behind the current Programme under Clause 29, other than as a result of a cause listed in Clause 30, then the Project Manager may instruct the Contractor to submit, under Clause 29, a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Intended Completion Time.
- If the revised programme imposes an additional cost to the Contractor, provided that the Contractor is not attributable to the revised programme, the Contractor is entitled to additional costs pursuant to Clauses 47.
- 32. Delays**
- 32.1 The Project Manager may instruct the Contractor to delay the

**Ordered by the Project Manager** start or progress of any activity within the Works, which shall constitute a Compensation Event.

**33. Management Meetings** 33.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The purpose 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.

33.2 The Project Manager shall prepare a record of the 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.

**34. Early Warning** 34.1 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 supporting particulars with 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.

34.2 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**

**35. Identifying Defects** 35.1 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.

**36. Tests** 36.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

- 37. Correction of Defects**
- 37.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which extends over three-hundred sixty-five (365) days calculated from the Completion Date, **except if otherwise stated in the PC**. If a Defect is corrected under this Sub-Clause, the Defect Liability Period shall be extended to the extent that the Works cannot be used for the purposes for which they are intended. However, in no event shall the Defect Liability Period extend beyond twenty-four (24) months after the Completion Date.
- 37.2 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.
- 37.3 The Project Manager shall issue the Defect Liability Certificate within twenty-eight (28) days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's documents and completed and tested all the Works, including remedying any defects. A copy of the Defect Liability Certificate shall be issued to the Employer. Only the Defect Liability Certificate shall be deemed to constitute acceptance of the Works.
- 38. Uncorrected Defects**
- 38.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager may assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

#### **D. Cost Control**

- 39. Contract Price**
- 39.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the amount to be paid. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 39.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 40. Changes in the Contract Price**
- 40.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work executed differs from the

quantity in the Bill of Quantities for a particular item by more than twenty-five (25) percent, provided the change exceeds one (1) percent of the Accepted Contract Amount, the Contractor is entitled to request and the Project Manager shall determine the changes in the Contract Price by evaluating each item of work.

- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Accepted Contract Amount is exceeded by more than fifteen (15) percent, except with the prior approval of the Employer.
- (c) 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.

40.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

#### **41. Variations**

41.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

41.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

41.3 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.

41.4 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.

41.5 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 40.1 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.

#### **42. Provisional Sums**

42.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed.

For each Provisional Sum, Project Manager in consultation with the Employer, may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Clause 41; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, from a subcontractor or supplier nominated by the Employer or otherwise; and for which there shall be included in the Contract Price:
  - (i) the actual amounts paid (or due to be paid) by the Contractor, and
  - (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the **percentage rate stated in the PC**.

The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

#### **43. Daywork**

43.1 For work of a minor or incidental nature, the Project Manager may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

Before ordering resources for the work, the Contractor shall submit quotations to the Project Manager. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any resources.

Except for any items for which the Daywork Schedule specifies

that payment is not due, the Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- (a) the names, occupations and time of personnel of the Contractor,
- (b) the identification, type and time of the Equipment and Temporary Works used, and
- (c) the quantities and types of Plant and Materials used.

One copy of each statement will, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next statement under Clause 45.

#### **44. Cash Flow Forecasts**

44.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with a non-binding updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract.

#### **45. Payment Certificates**

45.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

45.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty-eight (28) days after the receipt of the Contractor's statements, pursuant to Sub-Clause 45.1 above.

45.3 The value of work executed shall be determined by the Project Manager.

45.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

45.5 The value of work executed shall include the valuation of Variations and Compensation Events.

45.6 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.

#### 46. Payments

46.1 The Employer shall pay the Contractor the amounts certified by the Project Manager within twenty-eight (28) days of the date of each certificate.

46.2 Payment of the amount due in:

- (a) local currency, payable from the proceeds of the Loan shall be made through the disbursement procedure **specified in the PC**; and
- (b) foreign currency, payable from the proceeds of the Loan shall be made through the disbursement procedure **specified in the PC**.

Payment of the amount due in each currency, payable from any source of finance other than the Loan Agreement such as the Employer's own funds, shall be made directly into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

Any charges or fees associated with or incidental to remittance of funds from JICA/ Employer to the Contractor's account including but not limited to those for opening and amendment commissions of the Letter of Credit shall solely be borne by the Employer.

46.3 If the Contractor does not receive payment on its respective due date specified in the Contract, the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay until payment has been made in full, whether before or after judgment or arbitral award.

**Unless otherwise stated in the PC**, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

46.4 All payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

46.5 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.

**47. Compensation Events**

47.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the site possession date pursuant to Sub-Clause 24.1.
- (b) The Project Manager instructs the Contractor to extend further cooperation pursuant to Sub-Clause 11.1.
- (c) The Project Manager orders to delay the start date or progress of any activity pursuant to Sub-Clause 32.1.
- (d) The Project Manager does not issue Drawings, the Specification, or instructions required for execution of the Works on time.
- (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects pursuant to Sub-Clause 36.1.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed on the Base Date based on the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) 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.
- (h) The Contractor is prevented from performing his obligation due to the delay or disruption cause by 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.
- (i) Any other events reasonably substantiated by the Contractor as an Compensation

47.2 The Contractor shall immediately provide early warning to the Project Manager pursuant to Sub-clause 34.1. 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

**48. Taxes, Duties and Levies**

48.1 Except **as otherwise specifically provided in the PC**, the Contractor shall bear and pay all taxes, duties and levies assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Works in and outside of the country where the Site is located.

48.2 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the Base Date and the date of the last Taking-Over 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 Clause 50.

**49. Currencies**

49.1 The Contract Price shall be paid in the currency or currencies in which the Bid Price was expressed in the Letter of Bid.

**50. Price Adjustment**

50.1 In this Sub-Clause, “table of adjustment data” means the completed table(s) of adjustment data for local and foreign currencies included in the Schedule of Adjustment Data. If there is/are no such table(s) of adjustment data, this Sub-Clause shall not apply.

If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

The formulae shall be as follows.

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

**where:**

“P<sub>n</sub>” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless **otherwise stated in the PC**;

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

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

“Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date forty-nine (49) days prior to the last day of the period (to which the particular payment certificate relates); and

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

In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the country where the Site is located, of this relevant currency on the above date for which the index is required to be applicable.

If the Contractor fails to complete the Works by the Intended Completion Date, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date forty-nine (49) days prior to the expiry of the Intended Completion Date of the Works, or (ii) the current index or price, whichever is more favourable to the Employer.

## 51. Retention

51.1 The Employer shall retain from each payment (except the advance payment) due to the Contractor the proportion **stated in the PC** until Completion of the whole of the Works.

51.2 Upon the issue of a Taking-Over Certificate for the Works by the Project Manager, in accordance with Sub-Clause 58.1, the first half of the total amount retained shall be repaid to the Contractor and the second 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 the second half of the retention money with an “on demand” Bank guarantee.

## 52. Liquidated

52.1 The Contractor shall pay liquidated damages to the Employer at

- Damages** the rate per day **stated in the PC** 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 PC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 52.2 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.
- 53. Bonus** 53.1 **If so specified in the PC**, the Contractor shall be paid a bonus calculated at the rate per calendar day **stated in the PC** for each day that the Completion is earlier than the Intended Completion Date.
- 54. Advance Payment** 54.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PC** by the date **stated in the PC**, 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.
- 54.2 The Contractor shall use the advance payment only to pay equipment, Plant, Material and mobilization expenses, specifically required for execution of the Contract.
- 54.3 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 executed, Variations, price adjustments, Compensation Events, bonuses, or liquidated damages.
- 55. Performance Security** 55.1 The Performance Security shall be provided to the Employer within twenty-eight (28) days after receiving the Letter of Acceptance, and issued in an amount **specified in the PC**, 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 and enforceable until the Contractor has executed and completed the

Works and remedied any Defects.

55.2 The Performance Security shall be returned to the Contractor within twenty-eight (28) days from the end of the Defect Liability Period.

**56. Cost of Repairs**

56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability 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**

**57. Completion**

57.1 The Contractor shall request the Project Manager to issue a Taking-Over Certificate for the Works, and the Project Manager shall do so upon deciding that the whole of the Works has been completed for the purposes of taking-over.

**58. Taking Over**

58.1 The Employer shall take over the Site and the Works when the Taking-Over Certificate is issued.

**59. Final Account**

59.1 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 fifty-six (56) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within fifty-six (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.

**60. Operation and Maintenance Manuals**

60.1 If so required in the Contract, the Contractor shall supply "as built" drawings and/or operating and maintenance manuals by the date **stated in the PC**. If the Contractor does not supply the drawings and manuals by such date, and they do not receive the Project Manager's approval, the Project Manager shall withhold the amount specified in Bill of Quantity or Schedule of Activity as the case may be from payment due to the Contractor.

**61. Termination**

61.1 The Employer or the Contractor may terminate the Contract if the other Party causes a fundamental breach of the Contract by giving a fourteen (14) days prior notice to the other Party.

61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for more than twenty-eight (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 twenty-eight (28) days;
- (c) the Employer or the Contractor becomes 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 eighty-four (84) days after the Project Manager has certified the payment pursuant to Sub-Clause 45.2;
- (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 PC**;
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to Sub-Clause 62.1; or
- (i) if the Contractor continuously fails to comply with the instructions provided by the Project Manager.

61.3 Either Party shall give notice of a breach of Contract to the other Party fourteen (14) days before the former terminated the Contract.

61.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

61.5 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.

**62. Corrupt or Fraudulent Practices**

- 62.1 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in any corrupt or fraudulent practice, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days notice to the Contractor, terminate the Contract and expel the Contractor from the Site, and the provisions of Clause 61 shall apply as if such termination had been made under Sub-Clause 61.2.
- 62.2 Should any employee of the Contractor be determined to have engaged in any corrupt or fraudulent practice during the execution of the Works, then such employee shall be removed in accordance with Clause 12.
- 62.3 The Contractor is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

**63. Payment upon Termination**

- 63.1 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 executed and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage determined by the Project Manager to apply to the value of the work not completed. 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.
- 63.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of the Contract by the Employer, the Project Manager shall issue a certificate for the value of the work executed, 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.

**64. Property**

- 64.1 After termination in accordance with Sub-Clause 63.1, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Equipment, Materials, Plant, Temporary Works supplied by the Contractor under the Contract and documents of a technical nature made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the

Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

**65. Force Majeure** 65.1 In this Clause, “Force Majeure” means an exceptional event or circumstance:

(a) which is beyond a Party’s control,

(b) which such Party could not reasonably have provided against before entering into the Contract,

(c) which, having arisen, such Party could not reasonably have avoided or overcome, and

(d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(ii) rebellion, terrorism, sabotage by persons other than the Contractor’s personnel, revolution, insurrection, military or usurped power, or civil war,

(iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel,

(iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and

(v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

65.2 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the Party became aware, or should have become aware, of the relevant event or circumstance

constituting Force Majeure.

The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

If the execution of substantially all the Works in progress is prevented for a continuous period of eighty-four (84) days or for multiple periods which total more than one-hundred forty (140) days due to such Force Majeure, either Party may terminate the Contract subject to a seven (7) days prior notice to the other Party. Upon such termination, the Project Manager shall issue a certificate in accordance with Sub-Clause 63.2.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.



## Section VIII. Particular Conditions (PC)

### Notes for the Employer

This Section contains data and provisions specific to each Contract. The contents of this Section modify or supplement the General Conditions.

The Particular Conditions (PC) shall be completed by the Employer in accordance with the Project and/or Country specific requirements and circumstances. Moreover, should the Employer intend to modify the General Conditions, it shall be done only through a relevant specific provision to be drafted and included in the PC and without modifying the General Conditions.

The “*Notes for the Employer*”, “boxed” notes and italicized notes are not part of the PC, but contain guidelines and instructions for the Employer. When issuing the actual Bidding Document they shall be deleted or substituted by the relevant data or information as appropriate.



## Particular Conditions (PC)

<b>A. General</b>	
<b>GC 1.1(i)</b>	The Contractor is <i>[insert Contractor's name and address]</i> .
<b>GC 1.1(q)</b>	The Employer is <i>[insert Employer's name and address]</i> .
<b>GC 1.1(t)</b>	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i> .
<b>GC 1.1(cc)</b>	The Project Manager is <i>[insert Project Manager's name and address]</i> .
<b>GC 1.1(ff)</b>	The Site is located at <i>[insert address of Site ]</i> and is defined in drawing(s) No. <i>[insert numbers]</i> .
<b>GC 1.1(ii)</b>	The Start Date shall be <i>[insert date]</i> .
<b>GC 2.2</b>	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i> .
<b>GC 2.3(i)</b>	The following documents shall also form part of the Contract: <i>[insert list of additional documents, not already stated in GC 2.3(i); if there is no additional document, delete the above in its entirety and state "This PC 2.3(i) is not applicable.".]</i>
<b>GC 3.1</b>	The language of the Contract is <i>[insert one of the following: "Japanese", "English", "Spanish" or "French"]</i> . The law that applies to the Contract is the law of <i>[insert name of country]</i> .
<b>GC 8.1</b>	<i>[The following provision should be included only if the Project Manager may not delegate any of his duties and responsibilities; otherwise, delete it in its entirety and state "This PC 8.1 is not applicable.".]</i> The Project Manager may not delegate any of its duties and responsibilities.
<b>GC 11.1</b>	Schedule of Other Contractors: <i>[insert Schedule of Other Contractors, if appropriate; otherwise state "This PC 11.1 is not applicable."]</i>
<b>GC 16.1</b>	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i> . (b) for loss or damage to Equipment: <i>[insert amounts]</i> . (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <i>[insert amounts]</i> . (d) for personal injury or death: (i) of the Contractor's employees: <i>[insert amounts]</i> . (ii) of other people: <i>[insert amounts]</i> .
<b>GC21.5</b>	Appropriate measure for HIV-AIDS prevention at the project site <i>[ "are" or "are not" ]</i> necessary under the Contract.

	<p><i>[The following clauses may be added to Sub-Clause 21.5 in order to help contain the spread of HIV/AIDS, considering circumstances particular to each individual project:</i></p> <p><i>“The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in the Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor’s personnel and the local community, to promote early diagnosis and to assist affected individuals.</i></p> <p><i>The Contractor shall throughout the Contract (including the Defects Liability Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor’s employees, all subcontractors and Consultants’ employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to Sexually Transmitted Diseases (STD) or- Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour.</i></p> <p><i>The Contractor shall include in the programme to be submitted for the execution of the Works under Clause 29 an alleviation programme for the site staff and labour and their families in respect of STI and STD including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilized and any related subcontracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation.”]</i></p>
<p><b>GC 24.1</b></p>	<p>The Site possession date(s) shall be: <i>[insert location(s) and date(s)]</i>.</p>
<p><b>GC 27.1 &amp; GC 27.2</b></p>	<p>Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i>.</p>
<p><b>GC 28.6(a)</b></p>	<p>(i) administrated by <i>[insert name of the arbitration institution. Otherwise, delete this PC28.6 (a)(i)]</i></p> <p>(ii) conducted under <i>[insert name of arbitration rules. Otherwise, delete the entire PC 28.6(a)(ii).]</i></p>
<p><b>B. Time Control</b></p>	

<b>GC 29.1</b>	The Contractor shall submit for approval a Programme for the Works within <i>[insert number]</i> days from the Site possession date specified.
<b>C. Quality Control</b>	
<b>GC 37.1</b>	<p><i>[The following provision should be included only if the Defect Liability Period extends over a period other than 365 days starting from the Completion Date; otherwise delete it in its entirety and state “This PC 37.1 is not applicable.”.]</i></p> <p>The Defects Liability Period is: <i>[insert number]</i> days.</p>
<b>D. Cost Control</b>	
<b>GC 42.1(b)(ii)</b>	<p>The percentage rate for overhead charges and profit: <i>[insert percentage]</i> %  <i>[If there are Provisional Sums, insert a percentage, which shall, in any case, not be less than 15%, for adjustment of Provisional Sums. Otherwise delete the above in its entirety and state “This PC 42.1(b)(ii) is not applicable.”.]</i></p>
<b>GC 46.2</b>	<p>(a) Payment of the amount due in local currency, payable from the proceeds of the Loan shall be made through <i>[State the relevant disbursement procedure as set forth in the Loan Agreement]</i>.</p> <p>(b) Payment of the amount due in foreign currency, payable from the proceeds of the Loan shall be made through <i>[State the relevant disbursement procedure as set forth in the Loan Agreement]</i>.</p> <p>The brochures describing the JICA’s Disbursement Procedures above are available at:  <a href="https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html">https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html</a></p>
<b>GC 46.3</b>	<p><i>[The following provision should be included only if the interest rate is different from 3 percentage points above the discount rate of the central bank in the country of the currency(ies) of payment. Otherwise, delete in its entirety and state “This PC 46.3 is not applicable.”.]</i></p> <p>The interest rate is: <i>[insert rate]</i></p>
<b>GC 48.1</b>	<p><i>[This PC Sub-Clause shall be consistent with ITB 14.7.</i></p> <p><i>The Employer shall choose subparagraphs (a) and/or (b) of the following paragraph, as applicable and complete, indicating clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange Notes between the Employer’s country and the Government of Japan, and under the law of the Employer’s country. If none is applicable, delete the paragraph in its entirety and state “This PC 48.1 is not applicable.”.]</i></p>

	<p>In respect of the Contractor’s obligation as to payment of taxes, duties and levies under the Contract, the following shall apply:</p> <p>(a) duties, taxes and levies listed in the table below are exempted. Such exempted duties, taxes, and levies are fallen into two categories, namely:</p> <p>(i) “No Pay” category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.</p> <p>(ii) “Pay &amp; Reimburse” category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that he first makes all payments arising from or out of or in connection with such liabilities and then applies for their reimbursement from the relevant authority, following the procedure prescribed by such authority.</p> <table border="1" data-bbox="461 816 1214 1142"> <thead> <tr> <th>No.</th> <th>Duty/ Tax/ Levy</th> <th>Exemption Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[insert duty/ tax/ levy]</td> <td>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</td> </tr> <tr> <td>2</td> <td>[insert duty/ tax/ levy]</td> <td>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</td> </tr> <tr> <td>3</td> <td>[insert duty/ tax/ levy]</td> <td>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</td> </tr> </tbody> </table> <p>(b) duties, taxes and levies listed below shall be paid by the Employer on behalf of the Contractor:  <i>[insert list of duties, taxes and levies]</i></p>	No.	Duty/ Tax/ Levy	Exemption Category	1	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]	2	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]	3	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]
No.	Duty/ Tax/ Levy	Exemption Category											
1	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]											
2	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]											
3	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]											
<p><b>GC 50.1</b></p>	<p><i>[The following provision should be included only if the period is different from one (1) month; otherwise delete in its entirety and state “This PC 50.1 is not applicable.”.]</i></p> <p>Period “n” applicable to the adjustment multiplier “Pn” shall be <i>[Insert period]</i>.</p>												
<p><b>GC 51.1</b></p>	<p>The proportion of payments retained is: <i>[insert percentage]</i></p> <p><i>[The retention amount is usually close to 5% and in no case exceeds 10% of each payment.]</i></p>												

<b>GC 52.1</b>	<p>The liquidated damages for the whole of the Works are [<i>insert percentage of the Accepted Contract Amount</i>] per day. The maximum amount of liquidated damages for the whole of the Works is [<i>insert percentage</i>] of the Accepted Contract Amount.</p> <p>[<i>Usually liquidated damages are set about 0.10% per day, and the total amount shall not exceed 10% of the Accepted Contract Amount. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here.</i>]</p>
<b>GC 53.1</b>	<p>[<i>The following provisions may be included If early completion would provide benefits to the Employer; otherwise delete them in their entirety and state “This PC 53.1 is not applicable.” The Bonus is usually numerically equal to the liquidated damages.</i>]</p> <p>The Bonus for the whole of the Works is [<i>insert percentage</i>] of the final Contract Price per day.</p> <p>The maximum amount of Bonus for the whole of the Works is [<i>insert percentage</i>] of the final Contract Price.</p>
<b>GC 54.1</b>	<p>The Advance Payments shall be: [<i>insert amount(s)</i>] and shall be paid to the Contractor no later than [<i>insert date(s)</i>].</p>
<b>GC 55.1</b>	<p>The Performance Security shall be in the form of a [<i>insert either one of “demand guarantee” or “surety bond”</i>] in the amount(s) of [<i>Insert percentage. An amount of 5 to 10% of the Contract Price is commonly specified for Performance Security.</i>] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
<b>E. Finishing the Contract</b>	
<b>GC 60.1</b>	<p>The Contractor shall apply “as built” drawings and/or operation and maintenance manuals by [<i>insert date which is not substantially later than the Intended Completion Date</i>].</p>
<b>GC 61.2(g)</b>	<p>The maximum number of days is: [<i>insert number, consistent with PC Sub-Clause 52.1 on liquidated damages</i>].</p>

**Annex to the Particular Conditions - Eligible Source Countries of Japanese ODA Loans.****Notes for the Employer**

The Employer shall insert here the same information and provisions as to the Eligible Source Countries applicable for the Contactor, and for the goods and services to be supplied under the Contract, as included in Section V, which should be drafted citing all relevant information and provisions from the Loan Agreement.



# Section IX. Contract Forms

## Table of Forms

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# Letter of Acceptance

*[insert letterhead paper of the Employer]*

*[insert date]*

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

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 BDS]* for the Accepted Contract Amount of the equivalent of *[insert amount in words and figures]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by *[insert name of Employer]*.

You are requested to furnish the Performance Security within 28 days upon receipt of this letter, in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Contract Forms, of the Bidding Document.

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

Name and Title of Signatory : \_\_\_\_\_

Name of Agency : \_\_\_\_\_

Attachment: Memoranda (*Insert list of memoranda (if any) as referred in GC Sub-Clause 1.1(v).*)

## Contract Agreement

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between *[insert name of the Employer]* (hereinafter “the Employer”), of the one part, and *[insert 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) addenda, if any;
  - (d) the Particular Conditions;
  - (e) the General Conditions;
  - (f) the Specification;
  - (g) the Drawings;
  - (h) the completed Schedules; and
  - (i) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
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 on the day and year first above written.

Signed by \_\_\_\_\_

for and on behalf of the Employer  
in the presence of:

Signed by \_\_\_\_\_

for and on behalf the Contractor in the  
presence of:

Witness;

Name :

Signature :

Address :

Witness;

Name :

Signature :

Address :

Date :

Date :

# Performance Security

## Option 1: Demand Guarantee

*[insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of the 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 the contract and brief description of the 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]*),<sup>1</sup> 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 its demand or the sum specified therein.

This guarantee shall expire and be returned to us, no later than the *[insert the day]* day of *[insert month]*, *[insert year]*<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> 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.

<sup>2</sup> Insert the date twenty-eight days after the expected expiration date of the Defect Liability Period.

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

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

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

## Option 2: Surety Bond

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

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

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

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

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

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

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

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

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

*[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

[insert Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [insert name and address of the 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 of the contract] 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])<sup>1</sup> 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.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

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 and be returned to us, 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]*, *[insert year]*,<sup>2</sup> 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.

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*[signature(s)]*

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

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<sup>2</sup> *Insert the Intended Completion Date.*

## Retention Money Security

### Demand Guarantee

[insert Guarantor letterhead or SWIFT identifier code]

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

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

**RETENTION MONEY GUARANTEE No.:** [insert guarantee reference number]

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

We have been informed that [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [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, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words])<sup>1</sup> 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

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

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 show grounds for its demand or the sum specified therein.

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

This guarantee shall expire and be returned to us no later than the [*insert day*] day of [*insert month*], [*insert year*]<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

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[*signature(s)*]

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

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<sup>2</sup> *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the expected expiration date of the Defect Liability Period.*



Japan International Cooperation Agency

URL:<https://www.jica.go.jp>

E-mail: [lpsd@jica.go.jp](mailto:lpsd@jica.go.jp)