|  |
| --- |
| WORKS |

*STANDARD BIDDING DOCUMENT*

*UNDER JapanesE ODA LOANS*

PROCUREMENT OF WORKS



***Japan International Cooperation Agency***

***(JICA)***

*October 2019*

Version 2.4.1

**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 Works (SBD (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 (Works) is intended to be used for the civil works of admeasurement (unit price or rate) type designed by the Employer and to be procured through international competitive bidding (ICB).

This SBD (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 (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 (Works), the appropriate JICA’s official should be consulted.

Summary Description

This Standard Bidding Document for Procurement of Works (SBD (Works)) includes both Two-Envelope (Option A) and One-Envelope (Option B) bidding procedures to be chosen by the Employer as appropriate to each circumstance. This SBD (Works) applies either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding. A brief description of this document is given below.

SBD for Procurement of Works

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

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

**PART 1 – BIDDING PROCEDURES**

**Option A – Two-Envelope Bidding** (alternative Section I and II to be used for Two-Envelope bidding procedure)

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

This Section specifies the procedures to be followed by the Bidders when preparing and submitting their technical and price Bids. It also provides information on the opening and evaluation of Bids and on the award of the Contract. **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.

**Option B – One-Envelope Bidding** (alternative Section I and II to be used for One-Envelope bidding procedure)

**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 Contract. **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, Section IV and Section V below are to be used either with **Option A –Two-Envelope Bidding** or with **Option B – One-Envelope Bidding.**

**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. Two alternative Sections III, Evaluation and Qualification Criteria are provided to address the possibility of having or not having prequalification of the Bidders, conducted prior to the bidding process.

**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 consists of Part A, Contract Data, which contains data specific to each contract, and Part B, Specific Provisions, which contains 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 Works (SBD (Works)) published by JICA is **required** for all civil works of admeasurement (unit price or rate) type to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans.

(b) This SBD (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 (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) 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).

(d) 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 (Works), except those applying to forms to be filled out by the 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.

(e) Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions of Contract.

(f) The process of prequalification (if any) shall follow the procedure specified in the *Standard Prequalification Document under Japanese ODA Loans*, published by JICA. Prequalification is in principle required in advance of bidding for large or complex works. If there was no prequalification conducted prior to the bidding process, the assessment of the qualification criteria shall be carried out at the bidding stage. Accordingly, there are two alternatives provided for Section III, Evaluation and Qualification Criteria and the Employer shall select the appropriate alternative to be included in the actual Bidding Document.

(g) 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.

**Bidding Procedure**

**Documents Structure**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **I. Bidding Document**  **Issued by Employer** | | | |  |
|  | Section I  Section II  Section III  Section IV  Section V  Section VI  Section VII  Section VIII  Section IX | -  -  -  -  -  -  -  -  - | Instructions to Bidders (ITB)  Bid Data Sheet (BDS)  Evaluation and Qualification Criteria (EQC)  Bidding Forms  Eligible Source Countries of Japanese ODA Loans  Works Requirements  General Conditions (GC)  Particular Conditions (PC)  Contract Forms | |  |
| **↓** | | | | | |
|  | **II. The Bid**  **Submitted by Bidder** | | | |  |
|  | **Two-Envelope Bidding** | | | One-Envelope Bidding |  |
|  | **Technical Bid**  (a) Letter of Technical Bid, in accordance with ITB 12.1.  (b) Bid Security, in accordance with ITB 19.  (c) Power of Attorney, authorizing the signatory of the Bids to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3.  (d) 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.  (e) Documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted.  (f) Technical Proposal in accordance with ITB 16.  (g) 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.  (h) Any other document required in BDS 11.2(h). | | | (a) Letter of Bid, in accordance with ITB 12.1.  (b) Completed Schedules in accordance with ITB 12.1 and ITB 14, including priced Bill of Quantities, 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 Bids 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.  (i) Any other document required in BDS 11.1(i). |  |
|  | **Price Bid**  (a) Letter of Price Bid, in accordance with ITB 12.1;  (b) Completed Schedules in accordance with ITB 12.1 and ITB 14, including priced Bill of Quantities, and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.5) but excluding any Schedule(s) required in ITB 11.2.  (c) Any other document required in BDS 11.3(c). | | |  |
| **↓** | | | | | |
|  | **III. Contract Documents**  **Issued by Employer & submitted by Bidder** | | | |  |
|  | **Two-Envelope Bidding** | | | **One-Envelope Bidding** |  |
|  | (a) Contract Agreement.  (b) Letter of Acceptance.  (c) Letter of Technical Bid.  (d) Letter of Price Bid.  (e) Addenda, if any.  (f) Particular Conditions – Part A.  (g) Particular Conditions – Part B.  (h) General Conditions.  (i) Specification.  (j) Drawings  (k) Completed Schedules.  (l) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans.  (m) Any other document forming part of the Contract. | | | (a) Contract Agreement.  (b) Letter of Acceptance.  (c) Letter of Bid.  (d) Addenda, if any.  (e) Particular Conditions – Part A.  (f) Particular Conditions – Part B.  (g) General Conditions.  (h) Specification.  (i) Drawings.  (j) Completed Schedules.  (k) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans.  (l) Any other document forming part of the Contract. |  |

Invitation for Bids: Following Prequalification

|  |
| --- |
| **Notes for the Employer**  The Invitation for Bids for contracts, subject to prequalification, is sent only to firms determined by the Employer to be qualified in accordance with the Employer’s prequalification procedure. This prequalification procedure must be reviewed and concurred by JICA.  Ideally, the Invitation for Bids is sent to the qualified Bidders at the time that the prequalification results are announced. If prequalification is not used, the Invitation for Bids form (without prequalification) shall be used.  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 received1 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 contract2 for [*insert name of Contract*]*.*

2. The [*insert name of Employer*]now invites sealed Bids from prequalified eligible Bidders for the construction and completion of [*insert name of the works*] (“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 prequalified Bidders from eligible source countries, as defined in the Prequalification Document and in the Bidding Document.

4. Interested prequalified 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 prequalified 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*]3. The method of payment will be [*insert method of payment*]4. The document will be sent by [*insert delivery procedure*].

6. Bids must be delivered to the address above5 on or before [*insert time*] on [*insert date*] and must be accompanied by a security of [*insert fixed amount*].

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 Price Bid or Letter of Bid, as applicable.”*

*3. The fee, to defray printing and mailing/shipping costs, should be nominal.*

*4.* *For example, cashier’s check, direct deposit to a specified account number, etc.*

*5. 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”.*

Invitation for Bids: Without Prequalification

|  |
| --- |
| **Notes for the Employer**  If Bids are invited openly from firms without using a prequalification procedure, 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 received1 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 contract2 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*]3 (“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*].4 The method of payment will be [*insert method of payment*]5. The document will be sent by [*insert delivery procedure*].

6. Bids must be delivered to the address above6 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 Price Bid or Letter of Bid, as applicable.”*

*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.*

BIDDING DOCUMENT

**for**

**Procurement of**

[*insert name of the Works*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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*]

**Table of Contents**

[PART 1 – Bidding Procedures](#_Toc338683971)

[Option A: Two-Envelope Bidding](#_Toc338683972)

[Section I. Instructions to Bidders](#_Toc338683973) ITB(A)-1

[Section II. Bid Data Sheet](#_Toc338683974) BDS(A)-1

[Option B: One-Envelope Bidding](#_Toc338683975)

[Section I. Instructions to Bidders](#_Toc338683976) ITB(B)-1

[Section II. Bid Data Sheet](#_Toc338683977) BDS(B)-1

Section III. Evaluation and Qualification Criteria (EQC)

[Option I: Following Prequalifcaiton](#_Toc338683978)  EQC(I)-1

[Option II: Without Prequalifcaiton](#_Toc338683979)  EQC(II)-1

[Section IV. Bidding Forms](#_Toc338683980) BF-1

[Section V. Eligible Source Countries of Japanese ODA Loans](#_Toc338683981) ESC-1

[PART 2 –Works Requirements](#_Toc338683982)

[Section VI. Works Requirements](#_Toc338683983) WR-1

[PART 3 – Conditions of Contract and Contract Forms](#_Toc338683984)

[Section VII. General Conditions (GC)](#_Toc338683985) GC-1

[Section VIII. Particular Conditions (PC)](#_Toc338683986) PC-1

[Section IX. Contract Forms](#_Toc338683987) CF-1

PART 1 – Bidding Procedures

## OPTION A: Two-Envelope Bidding

|  |
| --- |
| 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 technical and price 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 Works, (hereafter referred to as “Standard ITB”) is **required** in all bidding documents for the civil works of admeasurement (unit price or rate) type designed by the Employer and, to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans, and they shall be used without modification.  The Instructions to Bidders governing this bidding process are the Standard Instructions to Bidders included in **Option A**: Two-Envelope Bidding, of the Standard Bidding Document for Procurement of Works (SBD (Works)), the latest version.  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

Table of Clauses

ITB(A)

[A. General 3](#_Toc19025556)

[1. Scope of Bid 3](#_Toc19025557)

[2. Source of Funds 3](#_Toc19025558)

[3. Corrupt and Fraudulent Practices 4](#_Toc19025559)

[4. Eligible Bidders 6](#_Toc19025560)

[5. Eligible Goods and Services 7](#_Toc19025561)

[B. Contents of Bidding Document 8](#_Toc19025562)

[6. Sections of Bidding Document 8](#_Toc19025563)

[7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting 8](#_Toc19025564)

[8. Amendment of Bidding Document 10](#_Toc19025565)

[C. Preparation of Bids 10](#_Toc19025566)

[9. Cost of Bidding 10](#_Toc19025567)

[10. Language of Bid 10](#_Toc19025568)

[11. Documents Comprising the Bid 10](#_Toc19025569)

[12. Letter of Bid and Schedules 11](#_Toc19025570)

[13. Alternatives to the Bid Requirements and Alternative Bids 11](#_Toc19025571)

[14. Bid Prices and Discounts 12](#_Toc19025572)

[15. Currencies of Bid and Payment 13](#_Toc19025573)

[16. Technical Proposal and Subcontractors 13](#_Toc19025574)

[17. Documents Establishing the Qualifications of the Bidder 15](#_Toc19025575)

[18. Period of Validity of Bids 15](#_Toc19025576)

[19. Bid Security 16](#_Toc19025577)

[20. Format and Signing of Bid 17](#_Toc19025578)

[D. Submission and Opening of Bids 18](#_Toc19025579)

[21. Sealing and Marking of Bids 18](#_Toc19025580)

[22. Deadline for Submission of Bids 19](#_Toc19025581)

[23. Late Bids 20](#_Toc19025582)

[24. Withdrawal, Substitution, and Modification of Bids 20](#_Toc19025583)

[25. Bid Opening 20](#_Toc19025584)

[E. Evaluation and Comparison of Bids 23](#_Toc19025585)

[26. Confidentiality 23](#_Toc19025586)

[27. Clarification of Bids 24](#_Toc19025587)

[28. Deviations, Reservations, and Omissions 24](#_Toc19025588)

[29. Preliminary Examination of Technical Bids 24](#_Toc19025589)

[30. Qualification of the Bidders 25](#_Toc19025590)

[31. Determination of Responsiveness of Technical Bids 26](#_Toc19025591)

[32. Nonmaterial Nonconformities 26](#_Toc19025592)

[33. Correction of Arithmetical Errors 27](#_Toc19025593)

[34. Conversion to Single Currency 28](#_Toc19025594)

[35. Evaluation of Price Bids 28](#_Toc19025595)

[36. Comparison of Bids 28](#_Toc19025596)

[37. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids 29](#_Toc19025597)

[F. Award of Contract 29](#_Toc19025598)

[38. Award Criteria 29](#_Toc19025599)

[39. Notification of Award 29](#_Toc19025600)

[40. Signing of Contract 30](#_Toc19025601)

[41. Performance Security 30](#_Toc19025602)

[42. Notification to Unsuccessful Bidders and Debriefing 31](#_Toc19025603)

|  |  |
| --- | --- |
|  | A. General |
| 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. |
| 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**. |
| 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 Sub-Clause 15.6 of the Conditions of Contract. |
| 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 personnel 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 This bidding is open only to the prequalified Bidders unless **specified in the BDS**. |
|  | 4.6 The Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| 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 |
| 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. |
| 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. |
| 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 Employerin 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 |
| 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. |
| 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. |
| Documents Comprising the Bid | 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope. |
|  | 11.2 The Technical Bid shall comprise the following:  (a) Letter of Technical Bid, in accordance with ITB 12.1;  (b) Bid Security, in accordance with ITB 19;  (c) Power of Attorney, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;  (d) 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;  (e) documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted;  (f) Technical Proposal in accordance with ITB 16;  (g) 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  (h) any other document **required in the BDS**. |
|  | 11.3 The Price Bid shall comprise the following:  (a) Letter of Price Bid, in accordance with ITB 12;  (b) Completed Schedules in accordance with ITB 12.1 and ITB 14, including priced Bill of Quantities, and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.5) but excluding any Schedule(s) required in ITB 11.2.  (c) any other document **required in the BDS**. |
| Letter of Bid and Schedules | 12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid and the Schedules, including the Bill of Quantities, 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. |
| 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”), submit 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. |
| Bid Prices and Discounts | 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below. |
|  | 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder 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. |
|  | 14.3 The price to be quoted in the Letter of Price 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 Price 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 Price 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 are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and/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 Price 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 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 in the following manner:  (a) The exact amounts and currencies of the Specified Provisional Sums 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) and indicated in the Summary of the completed Bill of Quantities.  The Bidder shall be aware of the provisions stated in Sub-Clauses 1.1.4.10, 13.5 and 13.6 of the Conditions of Contract. |
| 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 are reasonable. |
| Technical Proposal and Subcontractors | 16.1 The Bidder shall furnish as part of the Technical Bid, 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 Bidder’s proposal to meet the Work Requirements and the completion time. |
|  | 16.2 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated Subcontractors).  The Bidder may propose to subcontract any of the key activities for which experience of proposed subcontractors has been evaluated at the Prequalification stage, or otherwise 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 deadline date prescribed by the Employer in accordance with ITB 22.1.  If the prequalification process was conducted prior to the bidding process, the Bidder shall name and list out in the Schedule of Subcontractors, the same subcontractor(s) whose experience in the key activities was evaluated in the prequalification, except only for such changes as are explicitly approved by the Employer in accordance with ITB 17.2. |
| Documents Establishing the Qualifications of the Bidder | 17.1 In accordance with Section III, Evaluation and Qualification Criteria,  (a) if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect to establish that the Bidder continues to meet the criteria used at the time of prequalification, and  (b) if the prequalification process was not conducted prior to the bidding process, 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. |
|  | 17.2 Any change in the structure or formation of the Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if:  (a) such change has not taken place by the free choice of the firms involved;  (b) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Document; or  (c) in the opinion of the Employer, the change may result in a substantial reduction in competition.  Any such change should be submitted to the Employer not later than twenty-eight (28) days before the Bid submission deadline. |
| 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. |
| Bid Security | 19.1 The Bidder shall furnish as part of its Technical 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 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 all Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document, shall be returned as promptly as possible upon the Employer’s notification of such rejection pursuant to ITB 25.8.  The Bid Security of all unsuccessful Bidders (other than those referred in the above paragraph) 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 Letters of Technical Bid and Price 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. |
| Format and Signing of Bid | 20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the documents as described in ITB 11 and clearly mark them “Technical Bid - Original” and “Price Bid - Original”, as appropriate. 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 Technical and Price Bids, in the number specified in the BDS and clearly mark each of them “Technical Bid - Copy”, “Price Bid - Copy” and “Alternative Bid - Copy”, as appropriate.  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 Technical 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 interlineation, 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 |
| Sealing and Marking of Bids | 21.1 The Bidder shall enclose:  (a) in a sealed envelope, duly marked as “Technical Bid - Original”, all documents comprising the Technical Bid, as described in ITB 11.2;  (b) in a sealed envelope, duly marked as “Price Bid - Original”, all documents comprising the Price Bid, as described in ITB 11.3;  (c) in sealed envelopes, duly marked as “Technical Bid - Copy”, all required copies of the Technical Bid, sequentially numbered;  (d) in sealed envelopes, duly marked as “Price Bid - Copy”, all required copies of the Price Bid, sequentially numbered; and  (e) 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 Technical Bid shall be clearly marked with a warning “Not To Be Opened Before The Time And and Date for the Opening of Technical Bid”, in accordance with ITB 25.1. |
|  | 21.4 The inner envelopes containing the Price Bid shall be clearly marked with a warning “Not To Be Opened Until Advised By The Employer”, in accordance with ITB 25.7. |
|  | 21.5 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. |
|  | 21.6 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid. |
| Deadline for Submission of Bids | 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. |
| 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. |
| Withdrawal, Substitution, and Modification of Bids | 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – 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 Letters of Technical Bid and Price Bid or any extension thereof. |
| 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 Technical 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. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 25.7. Alternative Bids, if any, shall remain unopened in accordance with ITB 13.2.  If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. |
|  | 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 the opening of Technical Bids. |
|  | 25.3 Next, outer envelopes marked “Substitution” shall be opened. The inner envelopes containing Substitution Technical Bid and/or Substitution Price Bid shall be exchanged with the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Technical Bids. |
|  | 25.4 Next, outer envelopes marked “Modification” shall be opened. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening of Technical Bids. Price Bids, both Original as well as Modification, shall remain unopened in accordance with ITB 25.1. |
|  | 25.5 Next, all other envelopes holding the Technical Bids 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) whether there is an alternative Bid without opening its envelope;  (d) the presence or absence of a Bid Security; and  (e) any other details as the Employer may consider appropriate.  Only Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1). |
|  | 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum:  (a) the name of the Bidder;  (b) whether there is a withdrawal, substitution, or modification;  (c) whether there is an alternative Bid; and  (d) 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. |
|  | 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening of Price Bids. |
|  | 25.8 The Employer will notify, in writing, the Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and/or who have been determined as being disqualified for award, and return their Price Bids unopened together with the Bid Security. |
|  | 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids and who were determined as being qualified for award, in the presence of the Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance. |
|  | 25.10 All envelopes containing Price Bids and alternative Bids, if any, 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 prices for all lots including any discounts;  (d) whether there is an alternative Bid without opening its envelope; and  (e) any other details as the Employer may consider appropriate.  Only Price Bids and Price Bid discounts read out and recorded at the opening of Price Bids shall be considered for evaluation. The Employer shall neither discuss the merit of any Price Bid nor reject any Price Bid at the Price Bids opening. |
|  | 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum:  (a) the name of the Bidder;  (b) the total Bid Price; including any discounts and alternative Bids; and in the case of bidding for multiple lots, the total price for each lot together with the total price for all lots including any discounts; and  (c) whether there is an alternative Bid.  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 |
| 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. |
| Clarification of Bids | 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price 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 of the Technical Bid or prices in the Price 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 Price 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. |
| 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. |
| Preliminary Examination of Technical Bids | 29.1 The Employer shall examine the Bid to confirm that all documents and information requested in ITB 11.2 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 Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.  (a) Letter of Technical Bid;  (b) Power of Attorney to commit the Bidder;  (c) Bid Security; and  (d) Technical Proposal in accordance with ITB 16. |
| Qualification of the Bidders | 30.1 The Bidders 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 Technical Bids. However, if the prequalification process was carried out prior to the bidding process, 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 to 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 waive 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 by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.  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. |
| Determination of Responsiveness of Technical Bids | 31.1 The Employer’s determination of a Technical Bid’s responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.2. |
|  | 31.2 For the purposes of this determination, a substantially responsive Technical 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 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 Technical 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. |
| Nonmaterial Nonconformities | 32.1 Provided that a Technical Bid is substantially responsive, the Employer may waive any nonconformities (deviation, reservation or omission) in the Technical Bid. |
|  | 32.2 Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
|  | 32.3 Provided that a Technical 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. |
| Correction of Arithmetical Errors | 33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  (a) 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 theEmployer 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. |
| 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**. |
| Evaluation of Price Bids | 35.1 To evaluate a Price 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, 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. |
| 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, which 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, 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, theEmployermay require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect theEmployeragainstfinancial 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. |
| 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 |
| 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. |
| 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 the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the 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. |
| 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. |
| 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. |
| 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 (including those rejected on the grounds of their Technical Bids not being substantially responsive) 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 filling 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 to be 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

|  |  |
| --- | --- |
| **A. General** | |
| **ITB 1.1** | The number of the Invitation for Bids is: [*insert Invitation for Bid number*] |
|  | The Employer is:[*insert name of Employer*] located in [*insert name of country of Employer/ Borrower*]. |
|  | The Project is: [*insert name of Project*] |
|  | The name of the Contract is: [*insert name of Contract*] |
|  | The multiple lots of the Project for which the Bids are being invited are: [*if the Bids are being invited for multiple lots of the Project, insert* “*as indicated in the table below*” *and list out the relevant lot numbers and contract names in the table. Otherwise delete the table below entirety and insert “not applicable”*.]   |  |  | | --- | --- | | Lot Number | Contract Name | | [*insert lot number*] | [*insert contract name*] | | [*insert lot number*] | [*insert contract name*] | | [*insert lot number*] | [*insert contract name*] | |
| **ITB 2.1** | The Borrower is: [*insert name of Borrower*] |
|  | The number of the JICA Loan Agreement is: [*insert JICA Loan Agreement number*] |
|  | The amount of a Japanese ODA Loan is: [*insert amount in Japanese Yen*] |
|  | The signed date of the Loan Agreement is: [*insert signed date of the Loan Agreement*] |
| **ITB 2.2** | The applicable Guidelines for Procurement under Japanese ODA Loans are those published in [*insert one of the following: October 2023, April 2012, March 2009, or October 1999*]*.* |
| **ITB 2.3** | The other sources of finance are: [*insert other sources of finance*] |
| **ITB 3.1(b)** | The list of ineligible firms and individuals is available at the JICA’s website:  www.jica.go.jp/english/about/organization/corp\_gov/index.html |
| **ITB 3.1(c)** | The list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr |
| **ITB 4.5** | This bidding [*select “is” or “is not”*, *as appropriate.*] subject to prequalification. |
| **B. Contents of Bidding Document** | |
| **ITB 7.1** | For **clarification purposes** only, the Employer’s address is:  Attention: [*insert full name of person, if applicable*]  Mailing Address: [*insert mailing address*]  Email: [*insert email address(es), if applicable*]  Responses to any request for clarification, if any, [*select “will” or “will not”, as appropriate*] be published on the Employer’s web page indicated below.  Web Page: [*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”.*] |
| **ITB 7.4** | A Pre-bid meeting [*insert “will” or “will not”, as appropriate*] take place at the following date, time and place:  [*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.*]  Date :  Time :  Place :  A site visit at the time of the pre-bid meeting conducted by the Employer [*insert “will be” or “will not be”, as appropriate*] organized. |
| **ITB 8.2** | Addenda, if any, [*select “will” or “will not”, as appropriate*] be published on the Employer’s web page. |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the Bid is: [*Insert one of the following: Japanese, English, Spanish or French.*] |
| **ITB 11.2 (h)** | The Bidder shall submit the following additional documents in its Technical Bid:  [*List any additional document not already listed in ITB 11.2 that must be submitted with the Technical Bid. If there is no additional document, state “none”.*] |
| **ITB 11.3 (c)** | The Bidder shall submit the following additional documents in its Price Bid:  [*List any additional document not already listed in ITB 11.3 that must be submitted with the Price Bid. If there is no additional document, state “none”.*] |
| ITB 13.1 | Alternative times for completion[*insert “will be” or “will not be”, as appropriate*]permitted. |
| ITB 13.2 | Alternative Bids[*insert “will be” or “will not be”, as appropriate*] permitted. |
| **ITB 14.5** | The prices quoted by the Bidder shall:[*Insert “be adjustable” or “not be adjustable; 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.*]  [*Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.*] |
| **ITB 14.7** | [*This ITB 14.7 shall be consistent with Sub-Clauses 1.16 of the Conditions of Contract.*]  In accordance with Sub-Clause 14.1 of the General Conditions of Contract, Contractor’s Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempted from the payment of import duties and taxes upon importation.  [*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 following paragraph in its entirety.*]  In addition to the above:  (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 the Contractor 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.   |  |  |  | | --- | --- | --- | | 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 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.*]   |  |  |  |  | | --- | --- | --- | --- | | Item No. | Description | Amount | | | Local | Foreign | | 1 |  |  |  | | 2 |  |  |  | | 3 |  |  |  | | etc. |  |  |  | | Total - Specified Provisional Sums | |  |  |   [*Contingency allowance shall be usually 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 plus Provisional Sums, to be derived by the Bidder in its Price 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 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, delete all above and state “This BDS 14.8 is not applicable.”*] |
| **ITB 15.1** | 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 Employer’s country shall be quoted in [*insert the name of the currency of the Employer’s country*], referred to as “the local currency”, to [*insert number of decimal places*] decimal place(s); and  (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: (i) Japanese Yen (JPY), with no decimal places; and/or(ii) [*other international trading currency or currencies, if any*] to [*insert number of decimal places*] decimal place(s). |
| **ITB 16.2** | At this time the Employer [*insert “intends” or “does not intend”, as appropriate*] to execute certain specific parts of the Works by subcontractors (i.e.: nominated Subcontractors) selected in advance.  [*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.*]  The specific parts of the Works and the nominated Subcontractors to be employed for each part are as indicated below:   |  |  | | --- | --- | | Part of the Works | Nominated Subcontractor | | [*insert specific part*] | [*insert name of nominated Subcontractor*] | | [*insert specific part*] | [*insert name of nominated Subcontractor*] | | [*insert specific part*] | [*insert name of nominated Subcontractor*] | |
| **ITB 18.1** | The Bid validity period shall be [*insert a number of days required for evaluation, approval and award plus contingency*]days.  [*This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.*] |
| **ITB 18.3 (a)** | [*Insert the following only in case of fixed price contract. Delete it in its entirety in case of adjustable price contract, and state “This BDS 18.3(a) is not applicable.”*.]  The local and foreign currency portions of the Contract price shall be adjusted by using the following formula:  Where:  “BPA”is the local (or foreign) portion of Bid Price as adjusted for the delay in award of the Contract.  “BPO”is the local (or foreign) portion of Bid Price as stated in the Letter of Bid.  “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  “AF” is:  (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.  (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. |
| **ITB 19.1** | The amount and currency of the Bid Security shall be [*Insert amount and currency of the Bid Security. The amount should be between 1.5% to 2.5% of the estimated contract value.*] |
| **ITB 19.2 (d)** | Other types of acceptable securities: [*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.*] |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is: [*insert number of copies*] |
| **D. Submission and Opening of Bids** | |
| **ITB 22.1** | For **Bid submission purposes** only, the Employer’s address is:  Attention: [*insert full name of person, if applicable*]  Mailing Address: [*insert mailing address*]  **The deadline for Bid submission is:**  Date:[*insert day, month, and year, e.g., 15 June 2018*]  Time: [*insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.*] |
| **ITB 25.1** | The Technical Bid opening shall take place at:  Mailing Address: [*insert mailing address*]  Date:[*insert day, month, and year, e.g., 15 June 2018*]  Time: [*insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.*]  [*The date should be the same as that given for the deadline for submission of Bids (ITB 22)*.] |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 34.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: [*insert Japanese Yen or another single currency*]  The source of exchange rate shall be: [*insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s country).*]  The date for the exchange rate shall be: [*insert day, month and year, 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.*] |

## OPTION B: One-Envelope Bidding

|  |
| --- |
| 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 Works, (hereafter referred to as “Standard ITB”) is **required** in all bidding documents for the civil works of admeasurement (unit price or rate) type designed by the Employer and, to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans, and they shall be used without modification.  The Instructions to Bidders governing this bidding process are the Standard Instructions to Bidders included in **Option B**: One-Envelope Bidding, of the Standard Bidding Document for Procurement of Works (SBD (Works)), the latest version.  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

Table of Clauses

ITB(B)

[A. General 3](#_Toc108702660)

[1. Scope of Bid 3](#_Toc108702661)

[2. Source of Funds 3](#_Toc108702662)

[3. Corrupt and Fraudulent Practices 4](#_Toc108702663)

[4. Eligible Bidders 6](#_Toc108702664)

[5. Eligible Goods and Services 7](#_Toc108702665)

[B. Contents of Bidding Document 8](#_Toc108702666)

[6. Sections of Bidding Document 8](#_Toc108702667)

[7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting 8](#_Toc108702668)

[8. Amendment of Bidding Document 10](#_Toc108702669)

[C. Preparation of Bids 10](#_Toc108702670)

[9. Cost of Bidding 10](#_Toc108702671)

[10. Language of Bid 10](#_Toc108702672)

[11. Documents Comprising the Bid 10](#_Toc108702673)

[12. Letter of Bid and Schedules 11](#_Toc108702674)

[13. Alternatives to the Bid Requirements and Alternative Bids. 11](#_Toc108702675)

[14. Bid Prices and Discounts 11](#_Toc108702676)

[15. Currencies of Bid and Payment 13](#_Toc108702677)

[16. Technical Proposal and Subcontractors 13](#_Toc108702678)

[17. Documents Establishing the Qualifications of the Bidder 14](#_Toc108702679)

[18. Period of Validity of Bids 15](#_Toc108702680)

[19. Bid Security 15](#_Toc108702681)

[20. Format and Signing of Bid 17](#_Toc108702682)

[D. Submission and Opening of Bids 17](#_Toc108702683)

[21. Sealing and Marking of Bids 17](#_Toc108702684)

[22. Deadline for Submission of Bids 18](#_Toc108702685)

[23. Late Bids 19](#_Toc108702686)

[24. Withdrawal, Substitution, and Modification of Bids 19](#_Toc108702687)

[25. Bid Opening 19](#_Toc108702688)

[E. Evaluation and Comparison of Bids 21](#_Toc108702689)

[26. Confidentiality 21](#_Toc108702690)

[27. Clarification of Bids 21](#_Toc108702691)

[28. Deviations, Reservations, and Omissions 21](#_Toc108702692)

[29. Preliminary Examination of Bids 22](#_Toc108702693)

[30. Qualification of the Bidders 22](#_Toc108702694)

[31. Determination of Responsiveness of Bids 23](#_Toc108702695)

[32. Nonmaterial Nonconformities 24](#_Toc108702696)

[33. Correction of Arithmetical Errors 24](#_Toc108702697)

[34. Conversion to Single Currency 25](#_Toc108702698)

[35. Evaluation of Bids 25](#_Toc108702699)

[36. Comparison of Bids 26](#_Toc108702700)

[37. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids 26](#_Toc108702701)

[F. Award of Contract 27](#_Toc108702702)

[38. Award Criteria 27](#_Toc108702703)

[39. Notification of Award 27](#_Toc108702704)

[40. Signing of Contract 27](#_Toc108702705)

[41. Performance Security 27](#_Toc108702706)

[42. Notification to Unsuccessful Bidders and Debriefing 28](#_Toc108702707)

|  |  |
| --- | --- |
|  | 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. |
| 1. 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**. |
| 1. 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 Sub-Clause 15.6 of the Conditions of Contract. |
| 1. 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 personnel 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 This bidding is open only to the prequalified Bidders unless **specified in the BDS**. |
|  | 4.6 The Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| 1. 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 |
| 1. 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. |
| 1. 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. |
| 1. 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 Employerin 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 |
| 1. 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. |
| 1. 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. |
| 1. 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 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**. |
| 1. Letter of Bid and Schedules | 12.1 The Bidder shall complete the Letter of Bid and the Schedules, including the Bill of Quantities 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. |
| 1. 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”), submit 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. |
| 1. 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 Bill of Quantities shall conform to the requirements specified below. |
|  | 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder 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. |
|  | 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 are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and/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 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 in the following manner:  (a) The exact amounts and currencies of the Specified Provisional Sums 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) and indicated in the Summary of the completed Bill of Quantities.  The Bidder shall be aware of the provisions stated in Sub-Clauses 1.1.4.10, 13.5 and 13.6 of the Conditions of Contract. |
| 1. 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 are reasonable. |
| 1. Technical Proposal and Subcontractors | 16.1 The Bidder shall furnish as part of the Bid, 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 Bidder’s proposal to meet the Work Requirements and the completion time. |
|  | 16.2 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated Subcontractors).  The Bidder may propose to subcontract any of the key activities for which experience of proposed subcontractors has been evaluated at the Prequalification stage, or otherwise 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 deadline date prescribed by the Employer in accordance with ITB 22.1.  If the prequalification process was conducted prior to the bidding process, Bidder shall name and list out in the Schedule of Subcontractors, the same subcontractor(s) whose experience in the key activities was evaluated in the prequalification, except only for such changes as are explicitly approved by the Employer in accordance with ITB 17.2. |
| 1. Documents Establishing the Qualifications of the Bidder | 17.1 In accordance with Section III, Evaluation and Qualification Criteria,  (a) if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect to establish that the Bidder continues to meet the criteria used at the time of prequalification, and  (b) if the prequalification process was not conducted prior to the bidding process, 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. |
|  | 17.2 Any change in the structure or formation of the Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if:  (a) such change has not taken place by the free choice of the firms involved;  (b) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Document; or  (c) in the opinion of the Employer, the change may result in a substantial reduction in competition.  Any such change should be submitted to the Employer not later than twenty-eight (28) days before the Bid submission deadline. |
| 1. 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. |
| 1. 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. |
| 1. Format and Signing of Bid | 20.1 The Bidder shall prepare one original of the Bid comprising the documents 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 |
| 1. 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. |
| 1. 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. |
| 1. 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. |
| 1. 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. |
| 1. 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. |
|  | 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. |
|  | 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 prices 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 |
| 1. 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. |
| 1. 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. |
| 1. 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. |
| 1. 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. |
| 1. Qualification of the Bidders | 30.1 The Bidders 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. However, if the prequalification process was carried out prior to the bidding process, 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 waive 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 by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.  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. |
| 1. 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. |
| 1. 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. |
| 1. Correction of Arithmetical Errors | 33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  (a) 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 theEmployer 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. |
| 1. 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**. |
| 1. 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, 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. |
| 1. 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, which 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, 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, theEmployermay require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect theEmployeragainstfinancial 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. |
| 1. 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 |
| 1. 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. |
| 1. 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 the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the 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. |
| 1. 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. |
| 1. 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. |
| 1. 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 filling 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 to be 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

|  |  |
| --- | --- |
| **A. General** | |
| **ITB 1.1** | The number of the Invitation for Bids is: [*insert Invitation for Bid number*] |
|  | The Employer is:[*insert name of Employer*], located in [*insert name of country of Employer/ Borrower*]. |
|  | The Project is: [*insert name of Project*] |
|  | The name of the Contract is: [*insert name of Contract*] |
|  | The multiple lots of the Project for which the Bids are being invited are: [*If the Bids are being invited for multiple lots of the Project, insert* “*as indicated in the table below*” *and list out the relevant lot numbers and contract names in the table. Otherwise delete the table below entirety and insert “not applicable*”.]   |  |  | | --- | --- | | Lot Number | Contract Name | | *[insert lot number]* | *[insert contract name]* | | *[insert lot number]* | *[insert contract name]* | | *[insert lot number]* | *[insert contract name]* | |
| **ITB 2.1** | The Borrower is: [*insert name of Borrower*] |
|  | The number of the JICA Loan Agreement is: [*insert JICA Loan Agreement number*] |
|  | The amount of a Japanese ODA Loan is: [*insert amount in Japanese Yen*] |
|  | The signed date of the Loan Agreement is: [*insert signed date of the Loan Agreement*] |
| **ITB 2.2** | The applicable Guidelines for Procurement under Japanese ODA Loans are those published in [*insert one of the following: October 2023, April 2012, March 2009, or October 1999*]*.* |
| **ITB 2.3** | The other sources of finance are: [*insert other sources of finance*] |
| **ITB 3.1(b)** | The list of ineligible firms and individuals is available at the JICA’s website: www.jica.go.jp/english/about/organization/corp\_gov/index.html |
| **ITB 3.1(c)** | The list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr |
| **ITB 4.5** | This bidding [*select “is” or “is not”*, *as appropriate*] subject to prequalification. |
| **B. Contents of Bidding Document** | |
| **ITB 7.1** | For **clarification purposes** only, the Employer’s address is:  Attention: [*insert full name of person, if applicable*]  Mailing Address: [*insert mailing address*]  Email: [*insert email address(es), if applicable*]  Responses to any request for clarification, if any, [*select “will” or “will not”, as appropriate*] be published on the Employer’s web page indicated below.  Web Page: [*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”.*] |
| **ITB 7.4** | A Pre-bid meeting [*insert “will” or “will not”, as appropriate*] take place at the following date, time and place:  [*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*]  Date :  Time :  Place :  A site visit at the time of the pre-bid meeting conducted by the Employer [*insert “will be” or “will not be”, as appropriate*] organized. |
| **ITB 8.2** | Addenda, if any, [*select “will” or “will not”, as appropriate*] be published on the Employer’s web page. |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the Bid is: [*insert one of the following: Japanese, English, Spanish or French.*] |
| **ITB 11.1 (i)** | The Bidder shall submit the following additional documents in its Bid:  [*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”.*] |
| ITB 13.1 | Alternative times for completion[*insert “will be” or “will not be”, as appropriate*]permitted. |
| ITB 13.2 | Alternative Bids[*insert “will be” or “will not be”, as appropriate*] permitted. |
| **ITB 14.5** | The prices quoted by the Bidder shall:[*Insert “be adjustable” or “not to be adjustable; 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.*]  [*Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.*] |
| **ITB 14.7** | [*This ITB 14.7 shall be consistent with Sub-Clauses 1.16 of the Conditions of Contract.*]  In accordance with Sub-Clause 14.1 of the General Conditions of Contract, Contractor’s Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempted from the payment of import duties and taxes upon importation.  [*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.*]  In addition to the above:  (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 the 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 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*]   |  |  |  |  | | --- | --- | --- | --- | | 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 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 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, delete all above and state “This BDS 14.8 is not applicable.”*] |
| **ITB 15.1** | 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 Employer’s country shall be quoted in [*insert the name of the currency of the Employer’s country*], referred to as “the local currency”, to [*insert number of decimal places*] decimal place(s); and  (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: (i) Japanese Yen (JPY), with no decimal places; and/or(ii) [*other international trading currency or currencies, if any*] to [*insert number of decimal places*] decimal place(s). |
| **ITB 16.2** | At this time the Employer [*insert “intends” or “does not intend”, as appropriate*] to execute certain specific parts of the Works by subcontractors (i.e.: nominated Subcontractors) selected in advance.  [*If the Employer intends to employ nominated Subcontractors, insert the following paragraph, listing the nominated Subcontractors in the table. Otherwise delete it in its entirety.*]  The specific parts of the Works and the nominated Subcontractors to be employed for each part are as indicated below:   |  |  | | --- | --- | | Part of the Works | Nominated Subcontractor | | [*insert specific part*] | [*insert name of nominated Subcontractor*] | | [*insert specific part*] | [*insert name of nominated Subcontractor*] | | [*insert specific part*] | [*insert name of nominated Subcontractor*] | |
| **ITB 18.1** | The Bid validity period shall be [*insert a number of days required for evaluation, approval and award plus contingency*]days.  [*This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.*] |
| **ITB 18.3 (a)** | [*Insert the following only in case of fixed price contract. Delete it in its entirety in case of adjustable price contract, and state “This BDS 18.3(a) is not applicable.”*.]  The local and foreign currency portions of the Contract price shall be adjusted by using the following formula:  Where:  “BPA”is the local (or foreign) portion of Bid Price as adjusted for the delay in award of the Contract.  “BPO”is the local (or foreign) portion of Bid Price as stated in the Letter of Bid.  “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  “AF” is:  (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.  (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 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. |
| **ITB 19.1** | The amount and currency of the Bid Security shall be [*Insert amount and currency of the Bid Security. The amount should be between 1.5% to 2.5% of the estimated contract value.*] |
| **ITB 19.2 (d)** | Other types of acceptable securities: [*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.*] |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is: [*insert number of copies*] |
| **D. Submission and Opening of Bids** | |
| **ITB 22.1** | For **Bid submission purposes** only, the Employer’s address is:  Attention: [*insert full name of person, if applicable*]  Mailing Address: [*insert mailing address*]  **The deadline for Bid submission is:**  Date:[*insert day, month, and year, e.g., 15 June 2018*]  Time: [*insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.*] |
| **ITB 25.1** | The Bid opening shall take place at:  Mailing Address: [*insert mailing address*]  Date:[*insert day, month, and year, e.g., 15 June 2018*]  Time: [*insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.*]  [*The date should be the same as that given for the deadline for submission of Bids (ITB 22)*.] |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 34.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: [*insert Japanese Yen or another single currency*]  The source of exchange rate shall be: [*insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s country)*]  The date for the exchange rate shall be: [*insert day, month and year, 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*] |

|  |
| --- |
| Section III. Evaluation and Qualification Criteria (Option I: Following Prequalification) |

|  |
| --- |
| **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.  This Section has been drafted based on the Two-Envelope Bidding Procedure. Therefore, in case of One-Envelope Bidding Procedure, Item 1.1 *Evaluation of Technical Bid* and Item 1.2 *Evaluation of Price Bid* shall be changed to Item 1.1 *Technical Evaluation* and Item 1.2 *Price Evaluation*, respectively. The wording “Technical Bid” appeared in Item 1.1(b) shall be changed to “Bid”.  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 to be issued to the Bidders. |

**Evaluation and Qualification Criteria**

**(Following Prequalification)**

1. **Evaluation**
   1. **Evaluation of Technical Bid**

The evaluation of the Technical Bids 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 Bid in accordance with ITB 31. The evaluation criteria for the purpose of this determination have been described hereinunder.

Determination of the substantial responsiveness of the Technical Bid 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, Work’s Requirements.

(i) mobilisation of key construction equipment and personnel for the execution of the Works

(ii) adequately supervising and controlling of 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. **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. **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 equipment using Form EQU in Section IV, Bidding Forms.

* + 1. **Other Evaluation Criteria**

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

…………………………………………………………………………………………………………………………………………………………………............................

* 1. **Evaluation of Price Bid**

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

* + 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. **Award Criteria for Multiple Lots (ITB 35.3)**

[*Insert the following paragraph in case of bidding for multiple lots, if applicable. Otherwise delete it 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. **Alternative Times for Completion (ITB 13.1)**[*If alternative times for completion are not permitted under ITB 13.1, insert the following.*]

Time for Completion of the Works shall be: [*insert number of days indicated in CD 1.1.3.3 of Section VIII, Particular Conditions*]. No credit will be given for earlier completion.

[*If alternative times for completion are permitted under ITB 13.1, 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 delay damages specified in CD 8.7 of Section VIII, Particular Conditions*.]

1. **Qualification**

**(I) Qualification of the Bidder but not that of Bidder’s Affiliate**

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) Update of Information**

The Bidder shall continue to meet the criteria used at the time of prequalification. Updating and reassessment of the following information which was previously considered during prequalification will be required:

(a) Eligibility

(b) Historical Contract Non-Performance and Litigation

(c) Financial Situation and Capabilities

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

|  |
| --- |
| Section III. Evaluation and Qualification Criteria (Option II: Without Prequalification) |

|  |
| --- |
| **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.  This Section has been drafted based on the Two-Envelope Bidding Procedure. Therefore, in case of One-Envelope Bidding Procedure, Item 1.1 *Evaluation of Technical Bid* and Item 1.2 *Evaluation of Price Bid* shall be changed to Item 1.1 *Technical Evaluation* and Item 1.2 *Price Evaluation*, respectively. The wording “*Technical Bid*” appeared in Item 1.1(b) and Item 2.1 shall be changed to “*Bid*”.  The Employer requires 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 to the Bidders. |

**Evaluation and Qualification Criteria**

**(Without Prequalification)**

1. **Evaluation**
   1. **Evaluation of Technical Bid**

The evaluation of the Technical Bids 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 Bid 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 Bid 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, Work’s 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. **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 in case of bidding for 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. **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 equipment using Form EQU in Section IV, Bidding Forms.

* + 1. **Other Evaluation Criteria**

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

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

* 1. **Evaluation of Price Bid**

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

* + 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. **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. **Alternative Times for Completion (ITB 13.1)**

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

Time for Completion of the Works shall be: [*insert number of days indicated in CD 1.1.3.3 of Section VIII, Particular Conditions*]. No credit will be given for earlier completion.

[*If alternative times for completion are permitted under ITB 13.1, 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 delay damages specified in CD 8.7 of Section VIII, Particular Conditions*.]

1. **Qualification**

**(I) Qualification of the Bidder but not of that of Bidder’s Affiliate**

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.*”]

* 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(i) 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 Technical Bid1 |
| 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 Technical Bid1  Form ACK |
| Notes for the Bidders  (i) ELI -2 is required only if the Bidder is a JV.  (ii) This requirement also applies to subcontractors if proposed by the Bidder under 2.4.2(b) below. | | | | | | | | |
| *Notes for the Employer*  *1. In case of One-Envelope bidding: replace “Letter of Technical Bid” by “Letter of Bid”.* | | | | | | | | |

* 1. **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(i)did not occur as a result of contractor’s default since 1st January [*insert year*]*.*1 | Must meet requirement (ii) | | N/A | Must meet requirement (ii) | 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  (ii) | | N/A | Must meet requirement (ii) | N/A | Form CON |
| 2.2.3 | Litigation History | No consistent history of court orders(iii) against the Bidder since 1st January [*insert year*].1 | Must meet requirement  (ii) | | N/A | Must meet requirement (ii) | 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 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. | | | | | | | | |
| *Notes for the Employer*  *1. Year should usually be five (5) years prior to the Bid submission deadline.* | | | | | | | | |

* 1. **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 | The financial statements for the last [*insert number of years*]1 years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.  As the minimum requirement, the Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive. | 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 [*insert amount in USD*]2, calculated as total certified payments received for contracts in progress and/ or completed, within the last [*insert number of years*]3years, divided by [*insert number of years*]4years.  [*insert requirements for award of multiple lots, if applicable.*] | Must meet requirement | | Must meet requirement | Must meet [*insert number*]%5 of the requirement | Must meet [*insert number*]**%**6 of the requirement | Form FIN –2 |
| 2.3.3 | **Financial Capabilities** | The Bidder shall demonstrate, to the satisfaction of the Employer that it currently (as of the Bid submission deadline), has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD [*insert amount in USD*]7 for the subject contract(s) net of the Bidder’s all other commitments, both current and future.  [*insert requirements for award of multiple lots, if applicable*] | Must meet requirement | | Must meet requirement | N/A | N/A | Form FIN –3 and  FIN –4 |
| *Notes for the Employer*  *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.*  *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.*  *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.*  *4. Same number of years as in 3. above.*  *5. Usually not less than 25% of the requirement for each member of a JV.*  *6. Usually not less than 40% of the requirement for one member of a JV.*  *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 Engineer 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.*   |  |  |  | | --- | --- | --- | | *Monthly Amount* | *=* | *Estimated Contract Value (inclusive of Taxes and Duties)* | | *Contract Period in Months* | | | | | | | | | |

* 1. **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(i) (single firm or JV member) or subcontractor between 1st January [*insert year*]1and the Bid submission deadline. | Must meet requirement | | N/A | Must meet requirement | N/A | Form EXP –1 |
| 2.4.2 | Specific Experience | (a) A minimum number of [*insert number of contracts*]2similar contracts, each of minimum value of [*insert minimum value*](ii) that have been satisfactorily completed(iii) as a prime contractor(i) (single firm or JV member)(iv) between 1st January [*insert year*]3 and Bid submission deadline.  The similarity of the contracts shall be based on the following: [*based on Section VI, Works Requirements, specify the minimum key requirements in terms of physical size, complexity,* | Must meet requirement | | Must meet requirement (v) | N/A | Must meet the following requirements:  [*list the minimum requirements to be met by one member; if there is no such requirement, state “N/A”*] | Form EXP –2(a) with attachment |
|  |  | *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*]  [*insert requirements for award of multiple lots, if applicable.*](vii) |  | |  |  |  |  |
|  |  | (b) For the above or other contracts completed and under implementation as prime contractor(i) (single firm or JV member) or subcontractor(vi) between 1st January [*insert year*]4 and Bid submission deadline, a minimum experience in the following key activities successfully completed(iii)[*list activities indicating number, length, area or volume as applicable*.]  [*insert requirements for award of multiple lots, if applicable.*] (vii) | Must meet requirement  Following activities can be met through a specialized subcontractor:  [*specify activities, which may be met through a* specialized *subcontractor; if none, then state “N/A”*] | | Must meet requirement (v)  Following activities can be met through a specialized subcontractor:  [*specify activities, which may be met through a* specialized *subcontractor; if none, then state “N/A”*] | N/A | Must meet requirement  Following requirements shall be met by one member:  [*specify activities which shall be met by one member. If none, then state: “N/A”*] | Form ELI –3  Form EXP –2(b) with attachment  Schedule of Subcontractors |
| Notes for the Bidders  (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.  (ii) Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.  (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.  (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.  (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 firm. 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.  (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.  (vii) The minimum experience requirement for award of multiple lots will be the sum of the minimum requirements for respective individual lots. | | | | | | | | |
| *Notes for the Employer*  *1. 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.*  *2. The range of contract numbers should be one (1) to three (3), depending on the size, value, nature and complexity of the subject contract.*  *3. The time period is usually five (5) years, and may be extended up to a period of ten (10) years for large-scale projects.*  *4. Same as that stipulated in Sub-Factor 2.4.2 (a) above.* | | | | | | | | |

|  |
| --- |
| 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, 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  (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 Prequalification criteria or Section III, Evaluation and Qualification Criteria, as appropriate)  (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 to be 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 | | | | | |
| The forms included in this section shall be completed by the Bidder in accordance with guidance and instructions provided in this section and other sections of the Bidding Document, and submitted as part of its Bid (in the case of One-Envelope Bidding) or its Technical and Price Bids (in the case of Two-Envelope Bidding) as indicated in the table below: | | | | | |
| **The Bid**  **Submitted by Bidder** | | | | | |
| **Two-Envelope Bidding** | | | One-Envelope Bidding | | |
| **Technical Bid** | | |  | | |
| (a) | **Letter of Technical Bid**, in accordance with ITB 12.1. | | (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, and completed Schedule of Adjustment Data, (if any required to be submitted under ITB 14.5). | |
| (b) | **Bid Security**, in accordance with ITB 19. | | (c) | **Bid Security**, in accordance with ITB 19. | |
| (c) | Power of Attorney, authorizing the signatory of the Bids to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3. | | (d) | Power of Attorney, authorizing the signatory of the Bids to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3. | |
| (d) | 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. | | (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. | |
| (e) | Documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted. | | (f) | Documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted. | |
|  | i. | **Form ELI -1: Bidder Information Form.** |  | i. | **Form ELI -1: Bidder Information Form.** |
|  | ii. | **Form ELI -2: JV Member Information Form.** |  | ii. | **Form ELI -2: JV Member Information Form.** |
|  | iii. | **Form ELI -3: Subcontractor Information Form.** |  | iii. | **Form ELI -3: Subcontractor Information Form.** |
|  | iv. | **Form CON: Historical Contract Non-Performance and Litigation.** |  | iv. | **Form CON: Historical Contract Non-Performance and Litigation.** |
|  | v. | **Form FIN -1: Financial Situation.** |  | v. | **Form FIN -1: Financial Situation.** |
|  | vi. | **Form FIN -2: Average Annual Turnover.** |  | vi. | **Form FIN -2: Average Annual Turnover.** |
| **Two-Envelope Bidding** | | | One-Envelope Bidding | | |
|  | vii. | **Form FIN -3: Financial Resources.** |  | vii. | **Form FIN -3: Financial Resources.** |
|  | viii. | **Form FIN -4: Current Contract Commitments.** |  | viii. | **Form FIN -4: Current Contract Commitments.** |
|  | ix. | **Form EXP -1: General Experience.** \* |  | ix. | **Form EXP -1: General Experience. \*** |
|  | x. | **Form EXP -2(a): Specific Experience.** \* |  | x. | **Form EXP -2(a): Specific Experience. \*** |
|  | xi. | **Form EXP -2(b): Experience in Key Activities. \*** |  | xi. | **Form EXP -2(b): Experience in Key Activities. \*** |
| (f) | Technical Proposal in accordance with ITB 16. | | (g) | Technical Proposal in accordance with ITB 16. | |
|  | i. | **Site Organization.** |  | i. | **Site Organization.** |
|  | ii. | **Method Statement.** |  | ii. | **Method Statement.** |
|  | iii. | **Mobilization Schedule.** |  | iii. | **Mobilization Schedule.** |
|  | iv. | **Construction Schedule.** |  | iv. | **Construction Schedule.** |
|  | v. | **Health and Safety Plan.** |  | v. | **Health and Safety Plan.** |
|  | vi. | **Environmental Plan.** |  | vi. | **Environmental Plan** |
|  | vii. | **Schedule of Subcontractors.** |  | vii. | **Schedule of Subcontractors.** |
|  | viii. | **Form PER -1: Proposed Personnel.** |  | viii. | **Form PER -1: Proposed Personnel.** |
|  | ix. | **Form PER -2: Resume of Proposed Personnel.** |  | ix. | **Form PER -2: Resume of Proposed Personnel.** |
|  | x. | **Form EQU: Construction Equipment.** |  | x. | **Form EQU: Construction Equipment.** |
| (g) | **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. | | (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. | |
| (h) | **Any other document required in BDS 11.2(h).** | | (i) | **Any other document required in the BDS 11.1(i).** | |
| **Price Bid** | | |  |  | |
| (a) | **Letter of Price Bid**, in accordance with ITB 12.1. | |  |  |  |
| (b) | Completed Schedules in accordance with ITB 12.1 and 14, including priced **Bill of Quantities**, and completed **Schedule of Adjustment Data**, (if any required to be submitted under ITB 14.5) but excluding any Schedule(s) required in ITB 11.2. | |  |  |  |
| (c) | **Any other document required in BDS 11.3(c).** | |  |  |  |
| *\** | *In case of prequalification was carried out prior to the Bidding Process, Forms EXP-1, EXP-2(a) and EXP-2(b) are not required to be submitted.* | | | | | |

Table of Forms

[<Option A: Two-Envelope Bidding>](#_Toc525745540)

BF

[Letter of Technical Bid 3](#_Toc525745541)

[Letter of Price Bid 5](#_Toc525745542)

[<Option B: One-Envelope Bidding>](#_Toc525745544)

[Letter of Bid 7](#_Toc525745545)

[Schedule of Adjustment Data 9](#_Toc525745546)

[Bill of Quantities 12](#_Toc525745547)

[Bill No. 1: General Items 21](#_Toc525745548)

[Bill No. 2: Earthworks 22](#_Toc525745549)

[Bill No. 3: Culverts and Bridges 23](#_Toc525745550)

[Bill No. 4: Roads and Pavings 24](#_Toc525745551)

[Schedule of Daywork Rates: 1. Labour 28](#_Toc525745552)

[Schedule of Daywork Rates: 2. Materials 29](#_Toc525745553)

[Schedule of Daywork Rates: 3. Contractor’s Equipment 30](#_Toc525745554)

[Daywork Summary 31](#_Toc525745555)

[Schedule of Specified Provisional Sums 32](#_Toc525745556)

[Grand Summary 33](#_Toc525745557)

[Technical Proposal 34](#_Toc525745558)

[Site Organization 35](#_Toc525745559)

[Method Statement 36](#_Toc525745560)

[Mobilization Schedule 37](#_Toc525745561)

[Construction Schedule 38](#_Toc525745562)

Health and [Safety Plan 39](#_Toc525745563)

[Environmental Plan 40](#_Toc525745564)

[Schedule of Subcontractors 41](#_Toc525745565)

[Form PER -1: Proposed Personnel 42](#_Toc525745566)

[Form PER -2: Resume of Proposed Personnel 43](#_Toc525745567)

[Form EQU: Construction Equipment 45](#_Toc525745568)

[Bidder’s Qualification 46](#_Toc525745569)

[Form ELI -1: Bidder Information Form 47](#_Toc525745570)

[Form ELI -2: JV Member Information Form 48](#_Toc525745571)

[Form ELI -3: Subcontractor Information Form 49](#_Toc525745572)

[Form CON: Historical Contract Non-Performance and Litigation 50](#_Toc525745573)

[Form FIN -1: Financial Situation 53](#_Toc525745574)

[Form FIN -2: Average Annual Turnover 55](#_Toc525745575)

[Form FIN -3: Financial Resources 56](#_Toc525745576)

[Form FIN -4: Current Contract Commitments 57](#_Toc525745577)

[Form EXP -1: General Experience 58](#_Toc525745578)

[Form EXP -2(a): Specific Experience 59](#_Toc525745579)

[Form EXP -2(b): Experience in Key Activities 61](#_Toc525745580)

[Form ACK Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans 64](#_Toc525745581)

[Form of Bid Security 67](#_Toc525745582)

<Option A: Two-Envelope Bidding>

|  |
| --- |
| **[*Prepare this Letter of Technical Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*]** |
| Letter of Technical 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) Our Bid shall be valid for a period of [s*pecify 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;

(f) Weare not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c); and

(g) 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 Bidder1 [*insert name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder2 [*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 a 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 Technical Bid.

<Option A: Two-Envelope Bidding>

|  |
| --- |
| **[*Prepare this Letter of Price Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*]** |
| Letter of Price 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 offer to execute in conformity with the Bidding Document and Technical Bid the following Works: [*insert a brief description of the Works*];

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

[*In case of only one lot, insert the total Bid Price in words and figures, indicating the amounts in the respective currencies.*]

[*In case of multiple lots, insert:*

1. *the total price of each lot; and*
2. *the sum of the total prices of all lots];*

*indicating the amounts in the respective currencies.*];

(d) 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*];

(e) 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;

(f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;

(g) 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; and

(h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder1 [*insert name of the Bidder*]

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

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

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

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

Notes for the Bidders

1. In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.

<Option B: One-Envelope Bidding>

|  |
| --- |
| **[*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 prices 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 Bidder1[*insert name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder2[*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 a 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, and shall be filled in with the relevant Values and Dates, prior to contract signing, as stated in note 3 below.  For very large and/or complex contracts, it may be necessary to specify several price adjustment formulae for the different classes of pay items involved and to prepare the corresponding adjustment tables. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| (i) | (ii) | (iii) | (iv) | | (v) | (vi) |
| Index Code | Index Description | Source of Index | Base Cost Index3 | | Total Amount1  (Each Index) | Bidder’s  proposed  weighting2 |
| Value | Date |
|  | Non-adjustable | **－** | **－** | **－** |  | a: |
|  |  |  |  |  |  | b: |
|  |  |  |  |  |  | c: |
|  |  |  |  |  |  | d: |
|  |  |  |  |  |  | e: |
|  |  | **Total** | | |  | **1.00** |

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 Currency1

|  |
| --- |
| **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).  For very large and/or complex contracts, it may be necessary to specify several price adjustment formulae for the different classes of pay items involved and to prepare the corresponding adjustment tables. |

**Payment Currency**2**: \_\_\_\_\_\_\_\_\_\_**

| (i) | (ii) | (iii) | (iv) | | (v) | | (vi) | | (vii) |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Index Code | Index Description | Source of  Index3 | Base Cost Index4 | | Total in  Source Currency5 | | Total in  Payment Currency6 | | Bidder’s proposed weighting7 |
| Value | Date | Currency | Amount | Exchange Rate | Amount |
|  | Non-adjustable | **－** | **－** | **－** | **－** | **－** |  |  | a: |
|  |  |  |  |  |  |  |  |  | b: |
|  |  |  |  |  |  |  |  |  | c: |
|  |  |  |  |  |  |  |  |  | d: |
|  |  |  |  |  |  |  |  |  | e: |
|  |  |  | **Total** | | | |  | | 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 foreign payment 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) blank. 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 1.1.3.1), 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.

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.

|  |
| --- |
| Bill of Quantities |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Notes for the Employer**  **Objectives**  The objectives of the Bill of Quantities are:  (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and  (b) when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.  In order to attain these objectives, the Bill of Quantities should be well-structured and coherent, and its layout and content should be as simple and brief as possible.  The following the guidance and directions should be complied with when preparing the Bill of Quantities.  **Content**  The Bill of Quantities should be divided generally into the following sections:  (a) Preamble;  (b) Work Items (grouped into part Bills);  (c) Daywork Schedule;  (d) Schedule of Provisional Sums; and  (e) Grand Summary.  **Preamble**  The Preamble should:  (a) contain the provisions that describe the inclusiveness (and/or the exclusiveness where appropriate) of the unit prices, and  (b) set out the methods of measurement which has been used for measurement of estimated quantities in the Bill of Quantities and that is to be used for measurement of actual quantities executed (i.e. re-measurement).  **Method of Measurement**  The method of measurement is to set forth the procedure according to which the Bill of Quantities shall be prepared and priced, and the quantities of work express and measured. It shall be clearly stated in the Preambles so that the Bidder can quote rates and prices more precisely and realistically.  Many national and international measurement rules have been prepared. One such set of rules is the Civil Engineering Standard Method of Measurement (CESMM) of the Institution of Civil Engineers in the United Kingdom.  Where there are items or classes of work, if any, which the method of measurement indicated in the Preambles has not provided for, the method of measurement applicable for such items or classes of work should be clearly described in the relevant part or section of the Specification or any other document forming part of the Contract.  **Work Items**  All works should be itemized in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost.  The items should be grouped into sections (i.e.: part Bills such as Bill No. 1 and Bill No. 2) to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section (e.g. Bill No. 1: General Items) in the Bill of Quantities.  When a series of Price Adjustment Formulae is used, each Price Adjustment Formula should relate to the appropriate section(s) in the Bill of Quantities.  **Item Descriptions**  The items shall be described in accordance with the work classification of the method of measurement adopted. Each item description shall identify the work covered by the respective item, but the exact nature and extent of the work is to be ascertained from the Drawings, Specification and Conditions of Contract, as the case may be, read in conjunction with the relevant work classification of the method of measurement.  The drafter shall make sure that details provided in item descriptions shall be consistent with the Preambles to the Bill of Quantities, Specification, Drawings and the Conditions of Contract, where applicable.  **Quantities**  The quantities shall be computed net using dimensions from the Drawings, unless directed otherwise by a measurement rule in the method of measurement or by the Contract, and no allowance shall be made for bulking, shrinkage or waste. Quantities may be rounded up or down where appropriate. Fractional quantities are not generally necessary and should not be given to more than one place of decimals. Spurious accuracy should be avoided.  **Units of Measurement**  The following units of measurement and abbreviations are recommended for use (unless other national units are mandatory in the country of the Employer).   |  |  | | --- | --- | | Unit | Abbreviation | | cubic meter | m3 or cu m | | hectare | ha | | hour | h | | kilogram | kg | | lump sum | sum | | metre | m | | metric ton (1,000 kg) | tn | | millimetre | mm | | month | mon | | number | nr | | square meter | m2 or sq m | | square millimetre | mm2 or sq mm | | week | wk |   **Ground and Excavation Levels**  Before drafting the descriptions for earthwork related items, the drafter should first make sure that the Original Surface (i.e. the surface of the ground before any work has been carried out) and the Final Surface (i.e. the surface to which excavation is to be carried out) have been clearly indicated in the Drawing.  In the description of each item for work involving excavation, boring, or driving, the Commencing Surface (i.e. the surface of the ground before any work covered by the item has been carried out) should be identified where commencing surface is not also the Original Surface.  In the description of each item for work involving excavation, the Excavated Surface (i.e.: the surface to which excavation included in the work covered by the item is to be carried out) should be identified where the Excavated Surface is not also the Final Surface.  The depths of work should be measured from the Commencing Surface to the Excavated Surface, as defined.  **Daywork Schedule**  A Daywork Schedule should be included if the probability of work of a minor or incidental nature, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the competitiveness of rates quoted by the Bidders, the Daywork Schedule should normally comprise:  (a) a list of the various classes of Labour, Materials, and Contractor’s Equipment for which basic Daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis; and  (b) a percentage to be entered by the Bidder against each basic Daywork Subtotal amount for Labour, Materials, and Contractor’s Equipment representing the Contractor’s profit, overheads, supervision, and all other charges.  **Provisional Sums**  **Specified Provisional Sums**  The estimated cost of:  (a) specialized work to be carried out, or special goods to be supplied by a nominated Subcontractor; or  (b) work or service which is known to be required and the scope of which can be defined but cannot be completely designed or specified in detail;  should be specified in the relevant part of the Bill of Quantities (i.e. Schedule of Specified Provisional Sums) as a Specified Provisional Sum with an appropriate brief description.  Where the nominated Subcontractors are engaged (in respect of the Specified Provisional Sums falling into the category of (a) above), a separate bidding procedure is normally carried out by the Employer to select the respective nominated Subcontractors. Any facilities, amenities, attendance, etc., to be provided by the Contractor for the use and convenience of the nominated Subcontractor shall be deemed to be included within the percentage for the overhead charges and profit stated in the Contract Data 13.5(b)(ii) of the Particular Conditions: Part A.  **The Provisional Sums for the cost of a Dispute Board (DB)**  The Provisional Sum for the cost of a Dispute Board (DB) is one such Specified Provisional Sum which falls into the category of (b) above. This Provisional Sum shall be included to cover a portion of the cost of the Dispute Board which consists only of its Regular Cost and the Employer’s share (one-half) of its Non-Regular Cost as specified in Sub-Clause 20.2 of the Particular Conditions: Part B: Specific Provisions.  The Employer shall indicate in the Schedule of Specified Provisional Sums, an amount equivalent to the Employer’s estimate of the portion of the cost of the DB covered under the Provisional Sum. Unlike other Specified Provisional Sums, no Contractor’s profits, overheads, etc. shall be included or payable on this Provisional Sum. When preparing the Employer’s estimate above, reference shall be made to the table below which shows allocation of the various fees and expenses of the DB between the Regular Cost and Non-Regular Cost.   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Fees and Expenses | | Cost of the DB | | | | Item No. | Description | Regular Cost | | Non-Regular Cost | | 1. | Retainer fees | *All.* | | *None.* | | 2. | Daily fees | *only for regular Site visits.* | | *for dispute referrals and work not accomplished during regular Site visits.* | | 3. | Expenses | *only for regular Site visits.* | | *for dispute referrals and work not accomplished during regular Site visits.* | | (a) international travel | | (b) local transport | | (c) accommodation | | (d) printing/ photocopying | | (e) international telephone calls | | (f) document courier services | | (g) postage | | (h) others | |  | Total |  | |  | | Provisional Sum for the cost of the DB | | |  | |   **Contingency Allowance**  Allowance for additional costs which may arise during the implementation of the Project due to unforeseen circumstances should be made by allocating contingency allowance in the Grand Summary and not by artificially increasing the quantity of any item of work or class of work. Allocation of this contingency allowance will make the resulting Bid Price a more realistic final contract value and thereby facilitate budgetary approval by avoiding the need to obtain supplementary approvals as the future need arises. When determining the value of this contingency allowance, the effect of price escalations (if allowed under the contract adjustments) on the estimated contract value, should be taken into account so that it can cover not only quantity and work contingencies but also price contingencies.  **Line Items to Address Social Clauses**  The Employer shall decide whether the cost to comply with the requirements of the so called “social clauses” (Sub-Clauses 6.1 through 6.24 of the General Conditions), to the scope and extent specified in the Specification, is to be considered by the Bidder as part of its overhead or reflected as a cost associated with one or more-line items in the Bill of Quantities addressing such requirements. As a general rule, such cost should be part of the Bidder's overhead unless the cost to comply with the requirements of some or all of the “social clauses” represents a large component of the Works, as specified in the Specification. If line items are included in the Bill of Quantities, the facilities may be measured and paid through monthly instalments to make the Employer able to control the implementation of the facilities and services to be provided.  The following example illustrates when the cost to comply with the social clauses could be included by the Contractor as part of the general overheads and when as a part of line items. In regard to HIV-AIDS Prevention under Sub-Clause 6.7 of the General Conditions of Contract, in some countries the government has public programs for HIV/AIDS and the Contractor will only need to create a support basis which cost can and should be included in its overhead. Additionally, in many civil works contracts (like in urban areas), workers do not live in the construction site but at their homes and the issue could be addressed in a different manner. In cases of civil works in remote locations where the cost of such support is of a higher value, then it should be an item in the Bill of Quantities (e.g. Bill No 1).  **Grand Summary**  The Grand Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with the Specified Provisional Sums, and contingency allowance where applicable. |

**A. Preamble**

|  |
| --- |
| **Notes for the Employer**  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 before entering prices against each item in the priced Bill of Quantities.

7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 or Sub-Clause 13.6 of the General Conditions of Contract, as applicable. Notwithstanding the above, the Provisional Sum for the cost of the DB shall require no prior instruction of the Engineer.

8. No Contractor’s overhead charges or profit shall be included or payable on the Provisional Sum for the cost of the DB.

9. 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.*]

10. Any unit rates and/or prices quoted in the Bill of Quantities 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.

11. Where there are any items of work provided in the Bills of Quantities for complying with requirements of sub-clauses 6.1 through 6.24 of the General Conditions of Contract, payment for such items are made only by monthly instalments upon the Contractor’s compliance with all contract requirement with respect of that item, for each month, to the satisfaction of the Engineer.

**B. Work Items**

|  |
| --- |
| **Notes for the Employer**  The following paragraphs and the part Bills have been included only for the reference of the Employer and/or the Employer’s consultant, and they 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 - General Items;

Bill No. 2 - Earthworks;

Bill No. 3 - Culverts and Bridges;

Bill No. 4 - Roads and Pavings;

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.*]

Bill No. 1: General Items

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | | *Amount* | |
| *Local* | *Foreign* | *Local* | *Foreign* |
| 101 | Performance Security. | sum | item |  |  |  |  |
| 102 | Insurance. | sum | item |  |  |  |  |
| 103 | —etc.— |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 111 | Security of the Site. | mon | 24 |  |  |  |  |
| 112 | Health and Safety management. | mon | 24 |  |  |  |  |
| 113 | Environmental Protection. | mon | 24 |  |  |  |  |
| 114 | —etc.— |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 121 | Establishment and removal of Facilities for Contractor’s Personnel. | sum | item |  |  |  |  |
| 122 | Maintenance of Facilities for Contractor’s Personnel. | mon | 24 |  |  |  |  |
| 123 | —etc.— |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 131 | Establishment and Removal of office and office equipment for use of Engineer. | nr | 1 |  |  |  |  |
| 132 | Maintenance of office and office equipment for use of the Engineer. | mon | 24 |  |  |  |  |
| 133 | —etc.— |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 151 | Traffic diversions: establishment and removal. | sum | item |  |  |  |  |
| 152 | Maintenance of traffic diversions. | mon | 24 |  |  |  |  |
| 153 | Establishment and removal of access road. | sum | item |  |  |  |  |
| 154 | Maintenance of access roads. | mon | 24 |  |  |  |  |
| 155 | —etc.— |  |  |  |  |  |  |
| Total for Bill No. 1  (carried forward to Grand Summary, p. ) | | | | | | ----- | ----- |

Bill No. 2: Earthworks

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | | *Amount* | |
| *Local* | *Foreign* | *Local* | *Foreign* |
| 201 |  |  |  |  |  |  |  |
| 202 |  |  |  |  |  |  |  |
| 203 |  |  |  |  |  |  |  |
| 204 |  |  |  |  |  |  |  |
| 205 |  |  |  |  |  |  |  |
| 206 |  |  |  |  |  |  |  |
| 207 |  |  |  |  |  |  |  |
| 208 |  |  |  |  |  |  |  |
| 209 |  |  |  |  |  |  |  |
| 210 |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Total for Bill No. 2  (carried forward to Grand Summary, p. ) | | | | | | ----- | ----- |

Bill No. 3: Culverts and Bridges

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | | *Amount* | |
| *Local* | *Foreign* | *Local* | *Foreign* |
| 301 |  |  |  |  |  |  |  |
| 302 |  |  |  |  |  |  |  |
| 303 |  |  |  |  |  |  |  |
| 304 |  |  |  |  |  |  |  |
| 305 |  |  |  |  |  |  |  |
| 306 |  |  |  |  |  |  |  |
| 307 |  |  |  |  |  |  |  |
| 308 |  |  |  |  |  |  |  |
| 309 |  |  |  |  |  |  |  |
| 310 |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Total for Bill No. 3  (carried forward to Grand Summary, p. ) | | | | | | ----- | ----- |

Bill No. 4: Roads and Pavings

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | | *Amount* | |
| *Local* | *Foreign* | *Local* | *Foreign* |
| 401 |  |  |  |  |  |  |  |
| 402 |  |  |  |  |  |  |  |
| 403 |  |  |  |  |  |  |  |
| 404 |  |  |  |  |  |  |  |
| 405 |  |  |  |  |  |  |  |
| 406 |  |  |  |  |  |  |  |
| 407 |  |  |  |  |  |  |  |
| 408 |  |  |  |  |  |  |  |
| 409 |  |  |  |  |  |  |  |
| 410 |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Total for Bill No. 4  (carried forward to Grand Summary, p. ) | | | | | | ----- | ----- |

**C. Daywork Schedule**

|  |
| --- |
| **Notes for the Employer**  A “Daywork Schedule” is commonly found in contracts where the likely incidence of a minor or incidental work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with Sub-Clauses 13.1 and 13.2 of the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among the Bidders, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the Bidding Document, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive.  The total amount assigned to such competitive daywork is regarded as a Provisional Sum to be expended under the direction and at the discretion of the Engineer. A limitation on quantity should not apply, and the unit rate quoted should be remain unchanged whatever quantities of work are ordered.  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. Nominal quantities for each item shall be indicated as realistically as possible predicting the likelihood of any future requirement. The units of measurement shall be consistent with those specified in the Preambles, Specification or any other relevant document forming part of the Contract.  Daywork (for Labour, Materials or Equipment) shall indicate profit and overheads separately which facilitates the addition of further items of daywork, if needed, as the basic cost can then be checked more easily. An alternative is to make daywork rates all-inclusive of the Contractor’s overhead and profit, etc., in which case, paragraph 3, 4 or 5 and the relevant Daywork Schedule should be modified accordingly |

**General**

1. Reference should be made to Sub-Clause 13.6 of the General Conditions. Work shall not be executed on a daywork basis except by a written order of the Engineer. The Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for daywork shall be carried forward as a Provisional Sum to the 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 Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but 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 [the *country of the 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 Engineer, the travelling time from the part of the Site where the Contractor’s Equipment was located when ordered by the Engineer to be employed on Daywork and the time for return journey thereto shall be included for payment.

Schedule of Daywork Rates: 1. Labour

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Item*  *No.* | *Description* | *Unit* | *Nominal*  *Quantity* | *Rate* | | *Extended*  *Amount* | |
| *Local* | *Foreign* | *Local* | *Foreign* |
| D101 |  |  |  |  |  |  |  |
| D102 |  |  |  |  |  |  |  |
| D103 |  |  |  |  |  |  |  |
| D104 |  |  |  |  |  |  |  |
| D105 |  |  |  |  |  |  |  |
| D106 |  |  |  |  |  |  |  |
| D107 |  |  |  |  |  |  |  |
| D108 |  |  |  |  |  |  |  |
| D109 |  |  |  |  |  |  |  |
| D110 |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Subtotal | | | | | |  |  |
| Allow percent1 of Subtotal for Contractor’s profit, overheads, etc. | | | | | |  |  |
|  |  |  |  |  |  |  |  |
| Total Daywork for Labour  (carried forward to Daywork Summary, p.\_\_\_) | | | | |  | ----- | ----- |

Notes for the Bidders

1. The Bidder shall indicate the percentage for Contractor’s profit, overheads, etc. in accordance with paragraph 3(b) above.

Schedule of Daywork Rates: 2. Materials

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Item*  *No.* | *Description* | *Unit* | *Nominal*  *Quantity* | *Rate* | | *Extended*  *Amount* | |
| *Local* | *Foreign* | *Local* | *Foreign* |
| D201 |  |  |  |  |  |  |  |
| D202 |  |  |  |  |  |  |  |
| D203 |  |  |  |  |  |  |  |
| D204 |  |  |  |  |  |  |  |
| D205 |  |  |  |  |  |  |  |
| D206 |  |  |  |  |  |  |  |
| D207 |  |  |  |  |  |  |  |
| D208 |  |  |  |  |  |  |  |
| D209 |  |  |  |  |  |  |  |
| D210 |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Subtotal | | | | | |  |  |
| Allow percent1 of Subtotal for Contractor’s profit, overheads, etc. | | | | | |  |  |
|  |  |  |  |  |  |  |  |
| Total Daywork for Materials  (carried forward to Daywork Summary, p.\_\_\_) | | | | |  | ----- | ----- |

Notes for the Bidders

1. The Bidder shall indicate the percentage for Contractor’s profit, overheads, etc. in accordance with paragraph 4(b) above.

Schedule of Daywork Rates: 3. Contractor’s Equipment

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Item*  *No.* | *Description* | *Unit* | *Nominal*  *Quantity* | *Rate* | | *Extended*  *Amount* | |
| *Local* | *Foreign* | *Local* | *Foreign* |
| D301 |  |  |  |  |  |  |  |
| D302 |  |  |  |  |  |  |  |
| D303 |  |  |  |  |  |  |  |
| D304 |  |  |  |  |  |  |  |
| D305 |  |  |  |  |  |  |  |
| D306 |  |  |  |  |  |  |  |
| D307 |  |  |  |  |  |  |  |
| D308 |  |  |  |  |  |  |  |
| D309 |  |  |  |  |  |  |  |
| D310 |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Subtotal | | | | | |  |  |
| Allow percent1 of Subtotal for Contractor’s profit, overheads, etc. | | | | | |  |  |
|  |  |  |  |  |  |  |  |
| Total Daywork for Contractor’s Equipment  (carried forward to Daywork Summary, p.\_\_\_) | | | | |  | ----- | ----- |

Notes for the Bidders

1. The Bidder shall indicate the percentage for Contractor’s profit, overheads, etc. in accordance with paragraph 5(b) above.

Daywork Summary

|  |  |  |  |
| --- | --- | --- | --- |
| Description | | *Amount* | |
| *Local* | *Foreign* |
| 1. Total for Daywork: Labour | |  |  |
| 2. Total for Daywork: Materials | |  |  |
| 3. Total for Daywork: Contractor’s Equipment | |  |  |
| Total for Daywork (Provisional Sum)  (carried forward to Grand Summary, p. ) | | --------- | --------- |
|  |  | | |

Schedule of Specified Provisional Sums

|  |
| --- |
| **Notes for the Employer:**  The local and foreign currency portions of the Amount shall be inserted for each Provisional Sum, under the respective ‘Amount’ columns.  For the Provisional Sum for the cost of the DB, in accordance with Sub-Clause 13.5 of the Particular Conditions: Part B: Specific Provisions, the Employer’s Estimate of the summation of the following costs of the DB shall be inserted.  (a) Regular Cost (retainer fees of DB members plus daily fees of the DB members for regular Site visits plus all expenses of regular Site visits of the DB members).  (b) One-half of Non-Regular Cost (1/2nd of all fees and expenses other than those included in the Regular Cost.) |

|  |  |  |  |
| --- | --- | --- | --- |
| 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. |  |  |  |
| xx | Cost of Dispute Board (DB) | [sum] | [sum] |
|  | Total (carried forward to Grand Summary (C), p. ) | [sum] | [sum] |

Notes for the Bidders

1. Provisional Sums included and designated above shall be expended in whole or in part at the direction of the Engineer and in accordance with Sub-Clause 13.5 of the Gerenal Conditions. Notwithstanding the above, the Provisional Sum for the cost of the DB shall require no prior instruction of the Engineer.

2. No Contractor’s overhead charges or profit shall be included or payable on the Provisional Sum for the Cost of the DB.

Grand Summary

|  |
| --- |
| **Notes for the Employer**  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.  With regard to item (F), in the case of One-Envelope Bidding, replace “Letter of Price Bid” by “Letter of Bid”. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Description | | | Page | Amount | |
|  | | |  | Local | Foreign |
| Bill No. 1: General Items | | |  |  |  |
| Bill No. 2: Earthworks | | |  |  |  |
| Bill No. 3: Culverts and Bridges | | |  |  |  |
| Bill No. 4: Roads and Pavings | | |  |  |  |
| —etc.— | | |  |  |  |
| (A) | Total of Bills | | |  |  |
| (B) | Total for Daywork (Provisional Sum) |  | |  |  |
| (C) | Specified Provisional Sums |  | | [sum] | [sum] |
| (D) | Total of Bills Plus Provisional Sums (A + B + C) | | |  |  |
| (E) | Add contingency allowance(…%) | | | [sum]1 | [sum]1 |
| (F) | Bid Price (D + E) [carried forward to Letter of Price 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. |

[T*he 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.*]

Schedule of Subcontractors

[*The Bidder shall list below, the specialized subcontractors (if any) proposed to be used by the Bidder for the execution of the key activities listed in the Prequalification criteria or Section III, Evaluation and Qualification, Sub-Factor 2.4.2(b) as appropriate, in accordance with Section I, Instruction to Bidders, ITB 16.2, as appropriate. The completed Schedule, once accepted by the Employer will be a Contract document in accordance with the Contract Agreement. Nominated Subcontractors shall not be listed in this Schedule.*]

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Key Activity** | **Subcontractor** | |
| **Name** | **Nationality** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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.*]

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

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:*]

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

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

[*The Bidder shall summarize professional experience over the last 20 years, in a 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.*]

|  |  |  |
| --- | --- | --- |
| **Item of equipment:** | | |
| **Equipment information** | **Name of manufacturer:** | **Model and power rating:** |
|  | **Capacity:** | **Year of manufacture:** |
| **Current status** | **Current location:** | |
|  | **Details of current commitments:** | |
|  |  | |
| **Source** | **Indicate source of the equipment:**  **o Owned o Rented o Leased o Specially manufactured** | |

Omit the following information for equipment owned by the Bidder.

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

|  |
| --- |
| Bidder’s Qualification |

|  |
| --- |
| **Notes for the Employer**  The Employer shall choose out of the two options given below:  (a) Option I : if prequalification was carried out prior to the bidding process.  (b) Option II : if Bidder’s qualification will be assessed at the bidding stage. |

[*Option I: Following Prequalification*]

In accordance with Section III, Evaluation and Qualification Criteria, Clause 2, the Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification using the following forms:

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

[*Option II: Without Prequalification*]

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding 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:  [*insert full name*] |
| In case of a JV, legal name of the representative member and of each member:  [*insert full name of each member in the JV and specify the representative member.*] |
| Bidder's actual or intended country of registration:  [*insert country of registration*] |
| Bidder's actual or intended year of incorporation:  [*insert year of incorporation*] |
| Bidder's legal address in country of registration:  [*insert mailing address*] |
| Bidder's authorized representative information  Name: [*insert full name*]  Address: [*insert mailing address*]  Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*]  Email address: [*insert email address*] |
| 1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

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:  [*insert full name*] |
| JV Member’s legal name:  [*insert full name of JV member*] |
| JV Member’s country of registration:  [*insert country of registration*] |
| JV Member’s year of incorporation:  [*insert year of incorporation*] |
| JV Member’s legal address in country of registration:  [*insert mailing address*] |
| JV Member’s authorized representative information  Name: [*insert full name*]  Address: [*insert mailing address*]  Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*]  Email address: [*insert email address*] |
| 1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

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(s) (if any) proposed to be used by the Bidder for the execution of the key activities listed in the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b), as appropriate. The documents listed/ stated as required shall be submitted as attachments hereto.*]

|  |
| --- |
| Bidder’s legal name:  [*insert full name*] |
| Subcontractor’s legal name:  [*insert full name of Subcontractor*] |
| Subcontractor’s country of registration:  [*insert country of registration*] |
| Subcontractor’s year of incorporation:  [*insert year of incorporation*] |
| Subcontractor’s legal address in country of registration:  [*insert mailing address*] |
| Subcontractor’s authorized representative information  Name: [*insert full name*]  Address: [*insert mailing address*]  Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*]  Email address: [*insert email address*] |
| 1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

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**

|  |  |  |  |
| --- | --- | --- | --- |
| **Non-Performing Contracts** | | | |
| In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, since 1st January [*The Employer shall insert year.*]:  [*The Bidder shall indicate the applicable wording below by checking the appropriate box.*]  🞎 contract non-performance did not occur.  🞎 contract non-performance occurred as indicated below: | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** |
| [*insert year*] | [*insert amount and percentage*] | * Contract Identification: [*insert complete contract name, number, and any other identification*] * Name of Employer: [*insert full name*] * Address of Employer: [*insert mailing address*] * Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] * Email address: [*insert email address*] * Reason(s) for non-performance: [*indicate main reason(s)*] | [*insert current value, currency, exchange rate and USD equivalent*] |

**2. Pending Litigation**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pending Litigation** | | | | |
| In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate:  [*The Bidder shall choose the relevant wording below by checking the appropriate box.*]  🞎 there is no pending litigation involving the Bidder.  🞎 there is pending litigation involving the Bidder as indicated below: | | | | |
| **Year of dispute** | **Amount in dispute (currency)** | **Outcome as Percentage of Net Worth** | **Contract Identification** | **Total Contract Amount** |
| [*insert year*] | [*insert amount*] | [*insert percentage*] | * Contract Identification: [*indicate complete contract name, number, and any other identification*] * Name of Employer:[*insert full name*] * Address of Employer:[*insert mailing address*] * Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] * Email address: [*insert email address*] * Party who initiated Litigation: [*indicate “Employer” or “Contractor”*] * Matter in dispute: [*indicate main issues in dispute*] | [*insert current value, currency, exchange rate and USD equivalent*] |

**3. Litigation History**

|  |  |  |
| --- | --- | --- |
| **Litigation History** | | |
| In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, since 1st January [*The Employer shall insert year.*]:  [*The Bidder shall choose the relevant wording below by checking the appropriate box*]  🞎 there are no court orders against the Bidder.  🞎 there are court orders against the Bidder as indicated below: | | |
| **Year of**  **award** | **Contract Identification** | **Total Contract Amount** |
| [*insert year*] | * Contract Identification:[*indicate complete contract name, number, and any other identification*] * Name of Employer: [*insert full name*] * Address of Employer: [*insert mailing address*] * Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] * Email address: [*insert email address*] * Matter in dispute: [*indicate main issues in dispute*] * Party who initiated litigation: [*indicate “Employer” or “Contractor”*] * Abstract of the Court Order: [*state concisely the court order concerning main issues in dispute*] | [*insert current value, currency, exchange rate and USD equivalent*] |

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 |
| **Information from Balance Sheet** | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| **Information from Income Statement** | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Profits After Taxes (PAT) |  |  |  |  |  |
| **Information from Cash Flow Statement** | | | | | |
| Cash Flow from  Operating Activities |  |  |  |  |  |

**2. Financial documents**

The Bidder and its parties shall provide copies of the financial statements1 for the number of years indicated in the relevant Prequalification criteria or Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1, as appropriate. The financial statements shall:

(a) reflect the financial situation of the legal entity(ies) comprisingthe 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

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover Data** | | | |
| **Year** | **Amount and Currency** | **Exchange Rate** | **USD equivalent** |
| [*indicate year*] | [*insert amount and indicate currency*] | [*insert applicable exchange rate*] | [*insert amount in USD equivalent*] |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Average Annual Turnover 1** | | |  |

Notes for the Bidders

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

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 the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.*]

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing1** | **Amount**  **(USD equivalent)** |
| 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 JV 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 the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.*]

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **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 Construction Experience** | | | |
| **Starting**  **Year** | **Ending**  **Year** | **Contract Identification** | **Role of**  **Bidder** |
| [*indicate year*] | [*indicate year*] | * Contract name: [*insert full name*] * Brief description of the contract performed by the Bidder: [*describe the contract performed briefly*] * Amount of contract: [*insert amount in currency, mention currency used, exchange rate and USD equivalent*] * Name of Employer: [*insert full name*] * Address: [*insert mailing address*] | [*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).*]

| **Contract of Similar Size and Nature** | | | |
| --- | --- | --- | --- |
| **Similar Contract No.**  [*insert number*] of [*insert number of similar contracts required*] | **Information** | | |
| Contract Identification | [*insert contract name and reference identification number, if applicable*] | | |
| Award Date | [*insert day, month, year, e.g., 15 June 2015*] | | |
| Completion Date | [*insert day, month, year, e.g., 03 October 20*17] | | |
| Role in Contract  [*check the appropriate box*] | Prime Contractor | | |
| Single entity  🞎 | | JV member  🞎 |
| Total Contract Amount | [*insert total contract amount and currency(ies)*] | | USD [*insert exchange rate and total contract amount in USD equivalent*] |
| If member in a JV, specify participation in total Contract amount | [*insert percentage participation*] | [*insert total contract amount and currency(ies)*] | USD [*insert exchange rate and total contract amount in USD equivalent*] |
| [*describe participation in JV and work performed*] | | |
| Employer's Name: | [*insert full name*] | | |
| Address:  Telephone/fax number  E-mail: | [*insert mailing address*]  [*insert telephone/fax numbers, including country and*  *city area codes*]  [*insert email address, if available*] | | |
| Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III: |  | | |
| 1. Physical Size of Required Works items | [*insert physical size of items*] | | |
| 2. Complexity | [*insert description of complexity*] | | |
| 3. Construction Methods/ Technology | [*insert specific aspects of the methods/ technology involved in the contract*] | | |
| 4. Other Characteristics | [*insert other characteristics as described in Section VI, Works Requirements*] | | |
| 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*.]

|  |  |  |
| --- | --- | --- |
| **Summary of Single Firm / JV Member/ Subcontractor for Key Activities** | | |
| **Key Activity** | | ***Single Firm / JV Member/ Subcontractor*** |
| **No** | **Description** |
| 1 | [*insert name of Activity No. 1*] | [*insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)*] |
|  |  | (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | (iii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2 | [*insert name of Activity No. 2*] | [*insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)*] |
|  |  | (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | (iii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3 | [*insert name of Activity No. 3*] | [*insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)*] |
|  |  | (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | (iii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4 | [*insert name of Activity No. 4*] | [*insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)*] |
|  |  | (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*]

| **Contract with Similar Key Activities** | | | | |
| --- | --- | --- | --- | --- |
| **Item** | **Information** | | | |
| 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 🞎 | JV member 🞎 | |
| 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:  Telephone/fax number  Email: | [*indicate mailing address*]  [*insert telephone/fax numbers, including country and*  *city area codes*]  [*insert email address, if available*] | | | |
| Attached herewith are the copies of originals of:  (a) abstracts of contract documents, sub-contract agreements, JV Agreements, etc. evidencing 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>  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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **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)**

|  |
| --- |
| **Notes for the Employer**  In the case of One-Envelope Bidding, “Letters of Technical Bid and Price Bid” (in subparagraph (a) of the third paragraph) below shall be replaced with “Letter of Bid”. |

[*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 Letters of Technical Bid and Price 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.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[*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: in the case of Two-Envelope bidding, under ITB 11.2(h) and/or ITB 11.3(c), as appropriate, and in the case of One-Envelope bidding, under ITB 11.1(i). |

PART 2 –Works Requirements

|  |
| --- |
| Section VI. Works Requirements |

Contents

WR

[Specification 2](#_Toc521149754)

[Drawings 5](#_Toc521149755)

[Site Data 6](#_Toc521149756)

[Supplementary Information 7](#_Toc521149757)

|  |
| --- |
| Specification |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Notes for the Employer**  A 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 (ICB), the Specification 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, in the following Sub-Clauses of the Conditions of Contract:   | Sub-Clause | | Information Required | | --- | --- | --- | | 1.1.6.7 | Definition of “Site” | extent of the Site | | 1.8 | Care and Supply of Documents | publications to be kept on Site | | 1.13 (a) | Compliance with Law | permissions having been or being obtained by the Employer | | 2.1 | Right of Access to the Site | phased possession of foundations, structures, plant or means of access | | 4.1 | Contractor’s General Obligations | Contractor’s design  operation and maintenance manuals | | 4.6 | Co-operation | timing of submission of the Contractor’s Documents describing the requirements of possession of foundations, structure, plant or means of access | | Sub-Clause | | Information Required | | 4.7 | Setting Out | setting-out points, lines and levels of reference | | 4.18 | Protection of the Environment | restriction on emissions, surface discharges and effluent | | 4.19 | Electricity, Water and Gas | details and prices of electricity, water, gas and other services if the services are to be available for the Contractor to use | | 4.20 | Employer’s Equipment and Free-Issue Material. | details of Employer’s Equipment and free-issue material, if any | | 5.1 | Definition of “nominated Subcontractor”. | nominated Subcontractors | | 6.1 | Engagement of Staff and Labour | arrangement for staff and labour, payment, feeding, transport and housing, where appropriate | | 6.6 | Facilities for Staff and Labour | facilities for Contractor’s Personnel and Employer’s Personnel | | 6.13 | Supply of Foodstuffs | provision of a sufficient supply of suitable food | | 7.2 | Samples | samples of Materials | | 7.4 | Testing | testing during manufacture and/or installation and construction | | 7.8 | Royalties | payment of royalties, rents and others | | 8.3 | Programme | sequance and timing of inspection and tests | | 10.2 | Taking Over of Parts of the Works | use of any part of the Works by the Employer | | 17.7 | Use of Employer’s  Accommodation/Facilities | the Employer-provided accommodation and facilities |   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.  There are considerable advantages in standardizing the **General Specification** for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General 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 the 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 Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horse power (BHP) with a single, rear-mounted, heavy-duty ripper*.”  Moreover, in the Bill of Quantities, 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.  Specific minimum requirements for “social clauses” (common collective name for provisions under Sub-Clauses 6.1 through 6.24 of the General Conditions), are to be detailed as part of the Specification at a level equivalent to the local norms, if they exist and at a level according to the country’s regulations, or to minimum requirements when no local regulations exist (see “**Line Items to Address Social Clauses”** under the Notes for Preparing a Bill of Quantities, Section IV).  The following clause may be inserted in the Particular Conditions or the Specification:  **Sample Clause: Equivalency of Standards and Codes**  Wherever reference is made in the Contract to specific standards and codes to be met by the materials, Plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be accepted subject to the Engineer’s prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer’s approval. In the event the Engineer determines that such proposed deviations do not ensure substantially equal performance, the Contractor shall comply with the standards specified in the documents. |

|  |
| --- |
| 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. |

|  |
| --- |
| Site Data |

|  |
| --- |
| **Notes for the Employer**  The pursuant to Sub-Clause 4.10 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. |

PART 3 – Conditions of Contract and Contract Forms

|  |
| --- |
| **Notes for the Employer**  The Conditions of Contract comprise two parts:   1. **General Conditions** – GC (Section VII of this document), and 2. **Particular Conditions** – PC (Section VIII of this document).   The General Conditions of Contract set forth in Part 3, Section VII of this Standard Bidding Document for Procurement of Works are the MDB Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC), FIDIC 2010, all rights reserved. The use of these Standard GC is required in all bidding documents/ contracts for the civil works of admeasurement (unit price or rate) type designed by the Employer and to be procured through international competitive bidding (ICB)**,** 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. By virtue of a license agreement subscribed between JICA and FIDIC, JICA’s Borrowers and their executing agencies are authorized the reproduction and translation of the MDB Harmonized Edition of FIDIC’s General Conditions of Contract for the exclusive purpose of preparing Bidding Document in accordance with this Standard Bidding Document. Therefore, Borrowers and their executing agencies shall abstain from making any use of the Harmonized Edition of FIDIC’s General Conditions of Contract, different from the use indicated herein.  The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project, and the Works. It is good practice to have a list of tax and custom regulations applicable in the country, to be provided as general information, attached to the Bidding Document.  This Section consists of Part A, Contract Data, which contains data specific to each contract, and Part B, Specific Provisions, which contains provisions specific to each contract. Moreover, Part B consists of a set of provisions prepared by JICA which shall be used **without modification**. In addition to those, 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) |

The Conditions of Contract for Construction MDB Harmonized Edition, attached to this Bidding Document/Contract (hereinafter referred to as “Standard GC”) have been prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC), FIDIC 2010, all rights reserved. This publication is exclusive for the use of JICA’s Borrowers and their project executing agencies as provided under the License Agreement dated August 1st, 2008, between JICA and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the parties above and only for the exclusive purpose of preparing this Contract.

|  |
| --- |
| Section VIII. Particular Conditions (PC) |

|  |
| --- |
| **Notes for the Employer**  This Section consists of Part A, Contract Data, which contains data specific to each Contract, and Part B, Specific Provisions, which contains clauses specific to each Contract. The contents of this Section supplement the GC.  The standard Specific Provisions in Part B shall be used without modification.  Whereas the choice for a Dispute Board (DB) is appointment of a Standing DB, an Ad-hoc DB, or no use of DB, JICA strongly recommends the use of Standing DBs in all projects financed by JICA due to the dispute avoidance function. Therefore, JICA standard Specific Provisions in Part B are prepared for a Standing DB. However, when appointment of an Ad-hoc DB or no use of DB is agreed upon JICA, the Employer shall proceed with the incorporation of it into the Contract by revising the relevant DB related Specific Provision. The instructions for preparing the specific provisions for Ad-hoc DB or no use of DB are provided in Guidance for preparing Project Specific Provisions.  The “*Notes for the Employer*”, “boxed” notes and italicized notes are not part of the PC, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document to be issued to the Bidders except for CD 1.3 (Contractor’s name and address) and CD 4.3*,* which require the relevant data to be filled in prior to signing of the Contract. |

**Particular Conditions (PC)**

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

**Part A - Contract Data (CD)**

[*The Employer shall insert relevant data prior to the issuance of the Bidding Document except for the Data required for CD 1.3 (Contractor’s name and address) and CD 4.3, which may be filled in prior to signing of the Contract once such data is available. Where a number of days is to be inserted it is desirable for the number to be a multiple of seven for consistency with the Conditions of Contract.*]

| **Conditions** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| **Employer’s name and address** | 1.1.2.2 & 1.3 | [*insert Employer’s name and address*] |
| **Engineer’s name and address** | 1.1.2.4 & 1.3 | [*insert Engineer’s name and address*] |
| **Bank’s name** | 1.1.2.11 | The Japan International Cooperation Agency (JICA) |
| **Borrower’s name** | 1.1.2.12 | [*insert Borrower’s name*] |
| **Time for Completion** | 1.1.3.3 | [*insert the time for completion of the whole of the Works*] |
| **Defects Notification Period** | 1.1.3.7 | ....... days  [*Indicate the duration of the Defect Notification Period if it is different from 365 days. Otherwise, delete this entire CD 1.1.3.7.*] |
| **Sections** | 1.1.5.6 | [*If Sections are used, state “Refer to Table 1: Summary of Sections below”. Otherwise, delete this entire CD 1.1.5.6.*] |
| **Profit** | 1.2 | [*Insert the percentage of profit if it is higher than 5%. Otherwise, delete this entire CD 1.2.*]  *\_\_\_\_ % of Cost* |
| **Electronic transmission systems** | 1.3 | [*insert Electronic transmission systems*] |
| **Contractor’s name and address** | 1.3 | [*insert Contractor’s name and address*] |
| **Governing Law** | 1.4 | [*insert name of governing law*] |
| **Ruling language** | 1.4 | [*insert name of ruling language*] |
| **Language for communications** | 1.4 | [*insert name of language for communications*] |
| **Time for the Parties entering into a Contract Agreement** | 1.6 | ....... days  [*Indicate a number of days for Parties entering into a Contract Agreement. If it is 28 days, delete this entire CD 1.6.*] |
| **The Contractor’s Liabilities as to the payment taxes and duties:** | 1.16 (A) | [*This Sub-Clause shall be consistent with ITB 14.7.　The Employer shall specify (A) and/or (B) in this CD as applicable and complete, indicating clearly which taxes, duties and levies are exempted and the relevant exemption categories 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 this entire CD 1.16.*] |
|  |  | |  |  | | --- | --- | | Duty/ Tax/ Levy | Exemption Category | | [*insert duty/ tax/ levy*] | [*indicate whether “No Pay” or “Pay & Reimburse”*] | | [*insert duty/ tax/ levy*] | [*indicate whether “No Pay” or “Pay & Reimburse”*] | | [*insert duty/ tax/ levy*] | [*indicate whether “No Pay” or “Pay & Reimburse”*] | |
|  | 1.16 (B) | [*insert duties, taxes and levies which shall be paid by the Employer on behalf of the Contractor]* |
| **Time for access to, and possession of all parts of, the Site** | 2.1 | [*When access to and possession of the whole of the Site can be given by the Commencement Date, insert the following.*  *“By the Commencement Date”*  *When access to and possession of any part(s) of the Site cannot be given by the Commencement Date, insert the following.*  *“[insert the number]* ....... days after the Commencement Date*” or “refer to Table 2: Partial Site Access and Possession below*”.] |
| **Engineer’s Duties and Authority** | 3.1(b)(ii) | Variations resulting in an increase of the Accepted Contract Amount in excess of [*insert percentage, normally 1 – 3%*] % shall require approval of the Employer. |
| **Performance Security** | 4.2 | The Performance Security shall be in the form of a [*insert either one of “demand guarantee” or “surety bond”*] in the amount(s) of [*insert percentage*] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. |
| **Contractor’s Representative’s Name** | 4.3 | [*Insert the name of the Contractor’s Representative agreed by the Employer prior to Contract signature.*] |
| **Normal working hours** | 6.5 | [*insert the normal working hours*] |
| **Commencement of Works** | 8.1(c) | *[When access to and possession of the whole of the Site can be given by the Commencement Date, delete this entire CD 8.1(c).*  *When access to and possession of any part(s) of the Site cannot be given before the Commencement Date, insert the following which should be consistent with CD 2.1.*  *“[insert the number]* ...... days after the Commencement Date*” or “refer to Table 2: Partial Site Access and Possession below”.*] |
| **Delay damages for the Works** | 8.7 | [*insert percentage*] % of the Accepted Contract Amount per day |
| **Maximum amount of delay damages** | 8.7 | [*insert percentage not exceeding 10*] % of the Accepted Contract Amount |
| **Provisional Sums** | 13.5(b)(ii) | [*insert percentage*] %  [*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 this entire CD 13.5(b)(ii).*] |
| **Adjustments for Changes in Cost** | 13.8 | Period “n” applicable to the adjustment multiplier “Pn”: [*Insert the period if different from one (1) month. Otherwise delete this entire CD 13.8.*]. |
| **Total advance payment** | 14.2 | [*insert percentage*] % of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable  [*Insert number and timing of instalments, if applicable.*] |
| **Repayment amortization rate of advance payment** | 14.2(b) | [*insert percentage of amortization rate*] % |
| **Percentage of Retention** | 14.3(c) | [*insert percentage of retention, not exceeding 10*] % |
| **Limit of Retention Money** | 14.3(c) | [*insert percentage of limit of retention, not exceeding 10; usually 5*] % of the Accepted Contract Amount |
| **Plant and Materials** | 14.5(b)(i) | Plant and Materials for payment Free on Board: [*If Sub-Clause 14.5 applies, insert list of Plant and Material. Otherwise, delete entire this CD 14.5(b)(i).*]*.* |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site: [*If Sub-Clause 14.5 applies, insert list of Plant and Material. Otherwise, delete entire this CD 14.5(b)(i).*]*.* |
| **Minimum Amount of Interim Payment Certificates** | 14.6 | [*insert percentage*] % of the Accepted Contract Amount  [*Percentage may depend on the contract amount and time for completion; a minimum of about one fifth the average expected value of Interim Payment Certificate would be reasonable.*] |
| **The Disbursement Procedure** | 14.7 | (A) local currency: [*insert the relevant disbursement procedure as set forth in the Loan Agreement*]  (B) foreign currency: [*insert the relevant disbursement procedure as set forth in the Loan Agreement*]  The brochures describing JICA’s Disbursement Procedures are available at :  [[*https://www.jica.go.jp/english/our\_work/types\_of\_assistance/*](https://www.jica.go.jp/english/our_work/types_of_assistance/)*oda\_loans/oda\_op\_info/procedure]* |
| **Maximum total liability of the Contractor to the Employer** | 17.6 | [*If the maximum total liability of the Contractor is equivalent to the Accepted Contract Amount, delete this entire CD 17.6. Otherwise select one of the two options below as appropriate.*]  The product of [*insert a multiplier less or greater than one*]times the Accepted Contract Amount  [*or*]  [*insert amount of the maximum total liability*] |
| **Periods for submission of insurance:** | 18.1 | [*Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days*.] |
| a. evidence of insurance |  | \_\_\_\_\_days |
| b. relevant policies |  | \_\_\_\_\_days |
| **Maximum amount of deductibles for insurance of the Employer's risks** | 18.2(d) | [*insert maximum amount of deductibles*] |
| **Minimum amount of third party insurance** | 18.3 | [*Insert amount of third party insurance; this minimum amount per occurrence should be commensurate with the risk of damage specific to the Contract.*] |
| **Date by which the DB shall be appointed** | 20.2 | [*insert: “28 day after the Commencement Date”*] |
| **The DB shall be comprised of** | 20.2 | [*insert either: “One sole Member” or “Three Members”, as appropriate*] |
| **Appointment (if not agreed) to be made by** | 20.3 | [*insert either: “The President of FIDIC or a person appointed by FIDIC” or “The International Chamber of Commerce”, as appropriate*] |
| **Arbitration:** | 20.6(a) | 1. administrated by   [*insert name of the arbitration institution. Otherwise, delete this CD 20.6 (a) (i).*] |
|  |  | 1. conducted under   [*insert name of the arbitration rules. Otherwise, delete this entire CD 20.6 (a) (ii).*] |

**Table 1: Summary of Sections**

|  |  |  |
| --- | --- | --- |
| **Section Name/Description**  **(Sub-Clause 1.1.5.6)** | **Time for Completion**  **(Sub-Clause 1.1.3.3)** | **Delay Damages**  **(Sub-Clause 8.7)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Table 2: Partial Site Access and Possession**

|  |  |  |
| --- | --- | --- |
| **Part** | **Detailed Description** | **Number of Days for Site Access and Possession (calculated from Commencement Date)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Part B - Specific Provisions (SP)**

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

*The Standard Specific Provisions prepared by JICA and inserted in this Part B of the PC shall be used without modification.*]

|  |  |
| --- | --- |
| Sub-Clause 1.1.1The Contract | Delete the entire Sub-Clause 1.1.1.4 and substitute:  “1.1.1.4 “Letter of Tender” means the document(s) entitled letter of bid, or letters of technical bid and price bid, as appropriate, which was/were completed by the Contractor and include(s) the signed offer to the Employer for the Works*.*” |
| Sub-Clause 1.15Inspections and Audit by the Bank | Delete the entire Sub-Clause 1.15. |
| Sub-Clause 1.16 **The Contractor’s Liabilities as to the payment taxes and duties** | Add the following as a new Sub-Clause:  **“1.16 The Contractor’s Liabilities as to the payment taxes and duties**  The Contractor shall be liable to the payment of taxes and duties, unless otherwise stated in the Contract Data.  In this context;  (A) duties, taxes and levies listed in the Contract Data shall be exempted. Such exemptions 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; or  (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 applies for their reimbursement from the relevant authority, following the procedure prescribed by such authority;  or  (B) duties, taxes and levies shall be paid by the Employer on behalf of the Contractor:  If the lists referred to in sub-paragraph (A) or (B) are not included in the Contract Data, this Sub-Clause shall not apply.” |
| Sub-Clause 4.1Contractor’s General Obligations | In the third paragraph, delete “have their origin in any eligible source country as defined by the Bank” and substitute:  “meet the requirements specified in the Annex to Part B: JICA Specific Provisions – Eligible Source Countries of Japanese ODA Loans hereto.”. |
| Sub-Clause 5.1Definition of “Nominated Subcontractor” | In sub-paragraph (b), delete “[*Objection to Notification*]” and substitute “[*Objection to Nomination*]”. |
| Sub-Clause 6.7Health and Safety | Delete the following last sentence of the last paragraph:  “Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.”. |
| **Sub-Clause 13.5** Provisional Sums | Add the following at the end of Sub-Clause 13.5:  “As an exception to the above, the Provisional Sum for the cost of the DB shall be used, in accordance with Sub-Clause 20.2 [*Appointment of the Dispute Board*], for payments to the Contractor of the invoices of the DB for its Regular Cost and one-half of its Non-Regular Cost.  No prior instruction of the Engineer shall be required with respect to the work of the DB.  The following shall apply to payments under the Provisional Sum of the cost of the DB:  (A) Requests for any payment under the Provisional Sum shall be included in those Statements submitted under Sub-Clause 14.3 [*Application for Interim Payment Certificates*] together with all necessary substantiations including:  (i) invoices prepared by the DB members and provided to the Contractor for payment/ reimbursement of their fees and/or expenses; and  (ii) evidence of payment of such invoiced amounts in full.  (B) The Contractor’s overhead, profit, etc., shall not be included in the Provisional Sums for the cost of the DB.  (C) The Engineer’s certification of such Statements under Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] shall be based upon the invoices of the DB and evidence of payment of such invoiced amounts in full by the Contractor. |
| Sub-Clause 14.5Issue of Interim Payment Certificates | Delete “Schedules” in the second paragraph, in the sub-paragraph (b) (i) and in the sub-paragraph (c) and substitute “Contract Data” respectively. |
| Sub-Clause 14.6Issue of Interim Payment Certificates | Add the following at the end of the first paragraph:  “and shall include any amounts due to or from the Contractor in accordance with a decision by the DB made under Sub-Clause 20.4 [*Obtaining Dispute Board’s Decision*].” |
| Sub-Clause 14.7Payment | Delete sub-paragraphs (b) and substitute:  “(b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents including any amounts due in accordance with a decision by the DB which have been included in the Interim Payment Certificate ; or, at a time when the Bank’s loan (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and”  Delete the last paragraph of this Sub-Clause and substitute:  “Payment of the amount due in:  (A) local currency, payable from the proceeds of the Loan, shall be made through as stated in the Contract Data; and  (B) foreign currency, payable from the proceeds of the Loan, shall be made through as stated in the Contract Data.  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.” |
| Sub-Clause 14.15 **Currencies of Payment** | Delete the entire Sub-Clause 14.15 and substitute:  “The Contract Price shall be paid in the currency or currencies in which the bid price was expressed in the Letter of Price Bid or Letter of Bid, as appropriate. If more than one currency is so named, payments shall be made as follows:  (a) payment of the damages specified in the Contract Data, shall be made in the currencies and proportions specified in the Letter of Bid or Letter of Price Bid as applicable;  (b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;  (c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and  (d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country.” |
| **Sub-Clause 15.6**  **Corrupt or Fraudulent Practices** | Delete the entire Sub-Clause 15.6 and substitute:  “If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [*Termination by Employer*].  Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [*Contractor’s Personnel*].  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.” |
| **Sub-Clause 20.2**  **Appointment of the Dispute Board** | Delete the six paragraph and substitute:  “The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. The Employer shall be responsible for paying the Regular Cost and one-half of the Non-Regular Cost and the Contractor shall be responsible for paying one-half of the Non-Regular Cost.  For the purposes of this Sub-Clause:  (a) “Regular Cost” means retainer fees of DB members, daily fees of the DB members for regular Site visits and all expenses of regular Site visits of the DB members.  (b) “Non-Regular Cost” means all fees and expenses of the DB other than the Regular Cost.” |
| **Sub-Clause 20.6**  **Arbitration** | Delete the entire Sub-Clause 20.6 and substitute:  “Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB’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 Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (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 Contract Data, 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 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 for communications defined in Sub-Clause 1.4 [*Law and Language*].  The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.  Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.  Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.” |
| **Sub-Clause 20.7**  **Failure to Comply with Dispute Board’s Decision** | Delete the entire Sub-Clause 20.7 and substitute:  “In the event that a Party fails to comply with any decision of the DB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 20.6 [*Arbitration*] in which case Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*] and Sub-Clause 20.5 [*Amicable Settlement*] shall not apply to this reference. The arbitral tribunal (constituted under Sub-Clause 20.6 [*Arbitration*]) shall have the power, by way of summary or other expedited procedure, to order, whether by partial award, an interim or provisional measure or award (as may be appropriate under applicable law or otherwise), the enforcement of that decision.” |
| **Sub-Clause 20.8**  **No Dispute Board in Place** | Change the title of the Sub-Claus from “20.8 Expiry of Dispute Board’s Appointment” to “20.8 No Dispute Board in Place”  Delete the entire Sub-Clause 20.8 and substitute:  “If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place (or no DB is being constituted), whether by reason of the expiry of the DB's appointment or otherwise:  (a) Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*] and Sub-Clause 20.5 [*Amicable Settlement*] shall not apply, and  (b) the dispute may be referred by either Party directly to arbitration under Sub-Clause 20.6 [*Arbitration*] without prejudice to any other rights the Party may have.” |

|  |  |  |
| --- | --- | --- |
| **Appendix**  **General Conditions of Dispute Board Agreement** | **Clause 6**  **Payment** | Delete the third and fourth paragraphs from the end and substitute:  “The Contractor shall pay each of the Member’s invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of the amount which the Employer is responsible for these invoices (the Regular Cost and one-half of the Non-Regular Cost). The Employer shall then pay the Contractor in accordance with the Contract.  If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer’s rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of the amount which the Contractor is responsible for, including any additional excess of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.” |

**Guidance for preparing Project Specific Provisions**

|  |
| --- |
| **Notes for the Employer**  The Dispute Board (DB) provided for in GC Clause 20 is a Standing DB which is appointed soon after the Contractor commences the Works and which remains in place for the duration of the Contract. A Standing DB typically visits the Site on a regular basis. During the Site visit or in any other timing, the Standing DB would also be available to assist the Parties by giving advice to avoid any disputes. Due to this dispute avoidance function, JICA strongly recommends the use of Standing DBs in all projects financed by JICA.  If only there are specific justifiable reasons, however, Dispute Boards can also be appointed when there is an actual dispute. This type of DB is called an Ad-hoc DB. Unlike a Standing DB, an Ad-hoc DB is by its very nature not available to exercise any dispute avoidance function as it is only appointed after a specific dispute referred to it has arisen.  The Employer, in consultation with JICA, shall decide which type of a dispute board is appropriate taking into account all relevant circumstances of the project. The choice for a particular project could be one of the following:  (a) Appointment of a Standing DB (strongly recommended by JICA)  (b) Appointment of an Ad-hoc DB  (c) No use of DB  Upon JICA’s agreement to the DB mechanism chosen, the Employer shall proceed with the incorporation of it into the Contract by revising the relevant DB related Specific Provision provided below. Necessary guidance is given for (b) appointment of an Ad-hoc DB and (c) No use of DB hereinunder.  “Guidance for preparing Project Specific Provisions” shall be deleted from the actual Bidding Document to be issued to the Bidders. |

**DB Related Specific Provisions**

**Appointment of an Ad-hoc DB**

*When* ***“(b) Appointment of an Ad-hoc DB”*** *is selected, the relevant CD should be provided as below.*

| **Conditions** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| **Date by which the DB shall be appointed** | 20.2 | *[insert “This CD 20.2 is not applicable.”*] |

*Also, the relevant SP shall be revised as below.*

|  |  |
| --- | --- |
| **Sub-Clause 13.5**  **Provisional Sums** | [*Delete Sub-Clause 13.5 in Part B (SP) and insert the following in Part B (SP).*]  Add the following at the end of Sub-Clause 13.5:  “As an exception to the above, the Provisional Sum for the cost of the DB shall be used, in accordance with Sub-Clause 20.2 [*Appointment of the Dispute Board*], for payments to the Contractor of the Employer’s share (one-half) of the invoices of the DB for its fees and expenses.  No prior instruction of the Engineer shall be required with respect to the work of the DB.  The following shall apply to payments under the Provisional Sum of the cost of the DB:  (A) Requests for any payment under the Provisional Sum shall be included in those Statements submitted under Sub-Clause 14.3 [*Application for Interim Payment Certificates*] together with all necessary substantiations including:  (i) invoices prepared by the DB members and provided to the Contractor for payment/ reimbursement of their fees and/or expenses; and  (ii) evidence of payment of such invoiced amounts in full.  (B) The Contractor’s overhead, profit, etc., shall not be included in the Provisional Sums for the cost of the DB.  (C) The Engineer’s certification of such Statements under Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] shall be based upon the invoices of the DB and evidence of payment of such invoiced amounts in full by the Contractor.” |
| **Sub-Clause 20.2**  **Appointment of the Dispute Board** | [*Delete Sub-Clause 20.2 in Part B (SP) and insert the following in Part B (SP).*]  Delete Sub-Clause 20.2 entirely and substitute:  “Disputes shall be adjudicated by a DB in accordance with Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*]. The Parties shall jointly appoint a DB by the date 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a DB in accordance with Sub-Clause 20.4.  The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons (“the members”). If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.  If the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as chairman.  However, if a list of potential members is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.  The agreement between the Parties and either the sole member (“adjudicator”) or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.  The terms of the remuneration of either the sole member or each of the three members shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.  If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DB. Unless the Parties agree otherwise, the appointment will come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.  The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the DB has given its decision on the dispute referred to it under Sub-Clause 20.4 [*Obtaining Dispute Board’s Decision*], unless other disputes have been referred to the DB by that time under Sub-Clause 20.4, in which event the relevant date shall be when the DB has also given decisions on those disputes.” |
| **Sub-Clause 20.4**  **Obtaining Dispute Board’s Decision** | [*Insert the following in Part B (SP).*]  Delete Sub-Clause 20.4 entirely and substitute:  “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, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, then after a DB has been appointed pursuant to Sub-Clauses 20.2 [*Appointment of the DB*] and 20.3 [*Failure to Agree on the Composition of the Dispute Board*] either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.  For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.  Both Parties shall promptly make available to the DB all information, access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).  Within 84 days after receiving such reference, or the advance payment referred to in Clause 6 of the Appendix - General Conditions of Dispute Board Agreement, whichever date is later, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. However, if neither of the Parties has paid in full the invoices submitted by each member pursuant to Clause 6 of the Appendix, the DB shall not be obliged to give its decision until such invoices have been paid in full. The decision shall be binding on 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. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.  If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference or such payment, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction.  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. Except as stated in Sub-Clause 20.7 [*Failure to Comply with Dispute Board's Decision*] and Sub-Clause 20.8 [*Expiry of Dispute Board's Appointment*], 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 DB 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 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.” |

|  |  |  |
| --- | --- | --- |
| **Appendix**  **General Conditions of Dispute Board Agreement** | | |
|  | **Clause 2**  **General Provisions** | [*Insert the following in Part B (SP).*]  Delete the entire Clause and substitute:  “The Dispute Board Agreement shall take effect when the Employer, the Contractor and each of the Members (or Member) have respectively each signed a dispute adjudication agreement.  When the Dispute Board Agreement has taken effect, the Employer and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Board Agreement, it shall be void and ineffective.  This employment of the Member is a personal appointment. No assignment or subcontracting of the Dispute Board Agreement is permitted without the prior written agreement of all the parties to it and of the Other Members (if any).” |
|  | **Clause 4**  **General Obligation of the Member** | [*Insert the following in Part B (SP).*]  Delete sub-paragraph 4 (i) and (k) and renumber sub-paragraph 4 (j) as sub-paragraph 4(i). |
|  | **Clause 5**  **General Obligation of Employer and the Contractor** | [*Insert the following in Part B (SP).*]  Delete the last paragraph entirely. |
|  | **Clause 6**  **Payment** | [*Delete Clause 6 in Part B (SP) and insert the following in Part B (SP).*]  Delete the entire Clause and substitute:  “The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:   1. a daily fee shall be considered as payment in full for:    1. each working day spent reading submissions, attending hearings (if any), preparing decisions, or making site visits (if any); and    2. each day or part of a day up to maximum of two days travel time in each direction for the journey (if any) between the Member’s home and site or another location of a meeting with Other Members (if any) and/or the Employer and the Contractor; 2. all reasonable expenses incurred in connection with the Member's duties, including the cost of secretarial services, telephone calls, courier charges, faxes and telexes, travel expenses, hotel and subsistence costs; a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (a) of this Clause; and 3. any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.   The daily fee shall be as specified in the Dispute Board Agreement.  Immediately after the Dispute Board Agreement takes effect, the Member shall, before engaging in any activities under the Dispute Board Agreement, submit to the Contractor, with a copy to the Employer, an invoice for (a) an advance of twenty-five (25) percent of the estimated total amount of daily fees to which he/she will be entitled and (b) an advance equal to the estimated total expenses that he/she shall incur in connection with his/her duties. Payment of such invoice shall be made by the Contractor upon his receipt of the invoice. The Member shall not be obliged to engage in activities under the Dispute Board Agreement until each of the Members has been paid in full for invoices submitted under this paragraph.  Thereafter the Member shall submit to the Contractor, with a copy to the Employer, invoices for the balance of his/her daily fees and expenses, less the amounts advanced. The DB shall not be obliged to render its decision until invoices for all daily fees and expenses of each Member for making a decision shall have been paid in full.  Unless paid earlier in accordance with the above, the Contractor shall pay each of the Member's invoices in full within 28 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.  If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.  If the Member does not receive payment of the amount due within 28 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice to the Employer and the Contractor. The notice shall take effect when received by them both. Any such notice shall be final and binding on the Employer, the Contractor and the Member.” |
|  | **Clause 7**  **Default of the Member** | [*Insert the following in Part B (SP).*]  The title of the Sub-Clause is replaced by “*Default of the Member*”.  Delete the entire Clause and substitute:  “If the Member fails to comply with any obligation under Clause 4, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective.” |
|  | **Clause 8**  **Disputes** | [*Insert the following in Part B (SP).*]  The title of the Sub-Clause is replaced by “*Disputes*”.  Delete the entire Clause and substitute:  “Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.” |
|  | **Clause 9** | [*Insert the following in Part B (SP).*]  Delete the entire Clause. |

|  |  |
| --- | --- |
| **Annex**  **PROCEDURAL　RULES** | [*Insert the following in Part B (SP)*.]  Delete the entire Rules and substitute:  “1. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the matter in dispute. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.  2. The DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:  (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and  (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.  3. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.  4. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.  5. The Employer and the Contractor empower the DB, among other things, to:  (a) establish the procedure to be applied in deciding a dispute,  (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,  (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,  (d) take the initiative in ascertaining the facts and matters required for a decision,  (e) make use of its own specialist knowledge, if any,  (f) decide upon the payment of financing charges in accordance with the Contract,  (g) decide upon any provisional relief such as interim or conservatory measures, and  (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.  6. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:  (a) it shall convene in private after a hearing, if any, in order to have discussions and prepare its decision;  (b) it shall endeavour to reach a unanimous decision: if this proves impossible, the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and  (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:  (i) either the Employer or the Contractor does not agree that they do so, or  (ii) the absent Member is the chairman and he/she instructs the other Member to not make a decision.” |

**No use of DB**

*[When* ***“(c) No use of DB”*** *is selected, the relevant CD should be stated as follows:]*

| **Conditions** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| **Date by which the DB shall be appointed** | 20.2 | [*insert “This CD 20.2 is not applicable.”*] |
| **The DB shall be comprised of** | 20.2 | [*insert “This CD 20.2 is not applicable.”*] |
| **Appointment (if not agreed) to be made by** | 20.3 | [*insert “This CD 20.3 is not applicable”*] |

**Annex to Part B: Specific Provisions - 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 Contractor, 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

CF

[Letter of Acceptance 2](#_Toc519239008)

[[Option A: Two-Envelope Bidding]](#_Toc519239009)

[Contract Agreement 3](#_Toc519239010)

[[Option B: One-Envelope Bidding]](#_Toc519239011)

[Contract Agreement 5](#_Toc519239012)

[Performance Security 7](#_Toc519239013)

[Advance Payment Security 11](#_Toc519239014)

[Retention Money Security 13](#_Toc519239015)

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 Contract Data*] 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 in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* 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* Sub-Clause 1.1.1.3)

[Option A: Two-Envelope Bidding]

|  |
| --- |
| 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 Technical Bid;

(c) the Letter of Price Bid;

(d) the addenda, if any;

(e) the Particular Conditions;

(f) the General Conditions;

(g) the Specification;

(h) the Drawings;

(i) the completed Schedules; and

(j) 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| for and on behalf of the Employer  in the presence of: | for and on behalf the Contractor in the presence of: |
|  |  |
| Witness; | Witness; |
| Name : | Name : |
| Signature : | Signature : |
| Address : | Address : |
|  |  |
|  |  |
| Date : | Date : |

[Option B: One-Envelope Bidding]

|  |
| --- |
| 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 [*insert name of the Contract*] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the addenda, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| for and on behalf of the Employer  in the presence of: | for and on behalf the Contractor in the presence of: |
|  |  |
| Witness; | Witness; |
| Name : | Name : |
| Signature : | Signature : |
| Address : | Address : |
|  |  |
|  |  |
| Date : | Date : |

|  |
| --- |
| Performance Security |

**Option 1: Demand Guarantee**

|  |
| --- |
| **Notes for the Employer**  The Employer should note that in the event of an extension of the Time for Completion, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. |

[*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*]),[[1]](#footnote-2)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for 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*][[2]](#footnote-3)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

**Option 2: 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**

|  |
| --- |
| **Notes for the Employer**  The Employer should note that in the event of an extension of the Time for Completion, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. |

[*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*])*[[3]](#footnote-4)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire 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*],[[4]](#footnote-5)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

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

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

**Demand Guarantee**

[*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*])*[[5]](#footnote-6)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating 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.

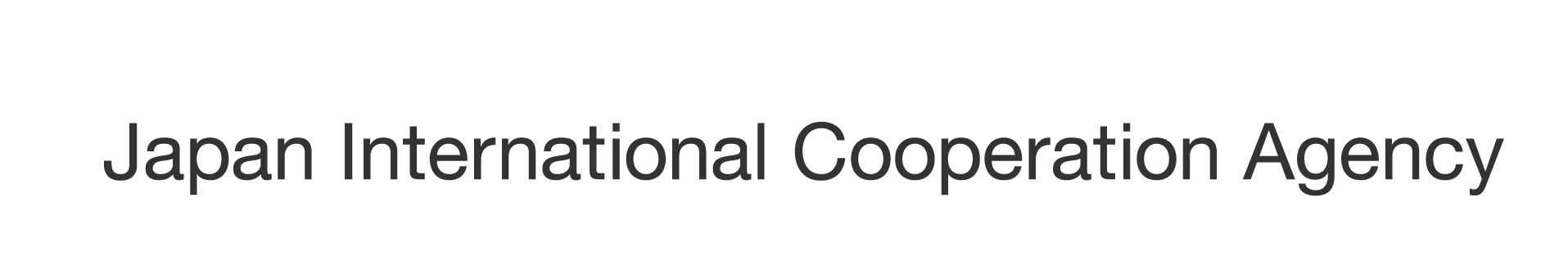
A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number [*insert account’s number*] at [*insert 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*][[6]](#footnote-7)2, 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.

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

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



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

Email: lppsd@jica.go.jp

1. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-2)
2. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9.*  [↑](#footnote-ref-3)
3. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-4)
4. 2 *Insert the expected expiration date of the Time for Completion.* [↑](#footnote-ref-5)
5. 1 *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.* [↑](#footnote-ref-6)
6. *2 Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9.* [↑](#footnote-ref-7)