

**DESIGN BUILD**

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

PROCUREMENT OF DESIGN BUILD  
PLANT AND WORKS



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

***May 2021***

Version 1.2

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# Revisions

## October 2023

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

## April 2023

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

# Preface

This Standard Bidding Document for Procurement of Design Build Plant and Works (SBD (Design Build)) 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 (Design Build) is intended to be used for the electrical and mechanical plant and building and engineering works of lump-sum type designed by the Contractor and to be procured through international competitive bidding (ICB). On the other hand, this SBD (Design Build) is not recommended for civil works contracts with important uncertainty with respect to the subsurface ground conditions.

This SBD (Design Build) is consistent with the Guidelines for Procurement under Japanese ODA Loans published in April 2012 or October 2023 and its use for such plant or civil works is **required** under the Guidelines. As this SBD (Design Build) 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 (Design Build), the appropriate JICA's official should be consulted.

# Summary Description

This Standard Bidding Document for Procurement of Design Build Plant and Works (SBD (Design Build)) includes both Single-Stage Two-Envelope (Option A) and Two-Stage One-Envelope (Option B) bidding procedures to be chosen by the Employer as appropriate to each circumstance. This SBD (Design Build) 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 Design Build Plant and Works

### Invitation for Bids (IFB)

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

### PART 1 – BIDDING PROCEDURES

**Option A – Single-Stage Two-Envelope Bidding** (alternative Section I, II and III to be used for Single-Stage 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.

#### **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 Section IIIs, 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.

**Option B – Two-Stage One-Envelope Bidding**(Section I, II and III of Option B are not included in the printed book of the Standard Bidding Document. Copies can be obtained from JICA’s website.

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

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

**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 – EMPLOYER’S REQUIREMENTS****Section VI. Employer’s Requirements**

This Section contains a descriptions of the functional and/or performance specification of the works to be designed and constructed. It shall present, as appropriate, a statement of the required standards for materials, plant, supplies, and workmanship to be provided, such as the scope of Works, the Specifications and the drawings that describe the Works, 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 GC.

**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 retention money security, when required, shall only be completed by the successful Bidder after award of the Contract.

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## Notes for Users (Employers)

- (a) The use of this Standard Bidding Document for Procurement of Design Build Plant and Works (SBD (Design Build)) published by JICA is **required** for the electrical and mechanical plant and building and engineering works of lump-sum type designed by the Contractor and to be procured through international competitive bidding and financed by Japanese ODA Loans.
- (b) This SBD (Design Build) is not recommended for civil works contracts with important uncertainty with respect to the subsurface ground conditions.
- (c) This SBD (Design Build) 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 (Design Build), 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.**
- (d) All information and data particular to each individual contract, required by the Bidders in order to prepare responsive Bids must be provided by the Employer in the Bid Data Sheet (Section II), the Evaluation and Qualification Criteria (Section III), the Eligible Source Countries of Japanese ODA Loans (Section V), the Employer's Requirements (Section VI), the Particular Conditions (Section VIII), and the Contract Forms (Section IX).
- (e) When providing the information and data in the Sections described above, the following directions should be observed:
  - (i) Specific details, such as the name of the Employer and the address for Bid submission, should be furnished in the spaces indicated by italicized notes inside brackets.
  - (ii) The footnotes, "boxed" notes and italicized notes in this SBD (Design Build), 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.
- (f) Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions of Contract.
- (g) 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 design build plant or 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.

- (h) The complete set of the draft Bidding Document prepared by the Employer shall be submitted to JICA, for its review and concurrence in accordance with the concerned loan agreement, before its issuance to the prospective Bidders.

# Bidding Procedure

## Single-Stage Two-Envelope Bidding

### Documents Structure

I. Bidding Document Issued by Employer	
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.
Section VI	- Employer's Requirements.
Section VII	- General Conditions (GC).
Section VIII	- Particular Conditions (PC).
Section IX	- Contract Forms.



II. The Bid Submitted by Bidder	
<u>Technical Bid</u>	
(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)	Documentary evidence in accordance with ITB 16.2 establishing that the Works offered by the Bidder conform to the Bidding Document.
(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 11.2(j).
<u>Price Bid</u>	
(a)	Letter of Price Bid, in accordance with ITB 12.1.
(b)	Completed Schedules in accordance with ITB 12.1 and ITB 14, including completed Price Schedules, Schedule of Payment and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.7) but excluding any Schedule required in ITB 11.2.
(c)	Any other document required BDS 11.3 (c).



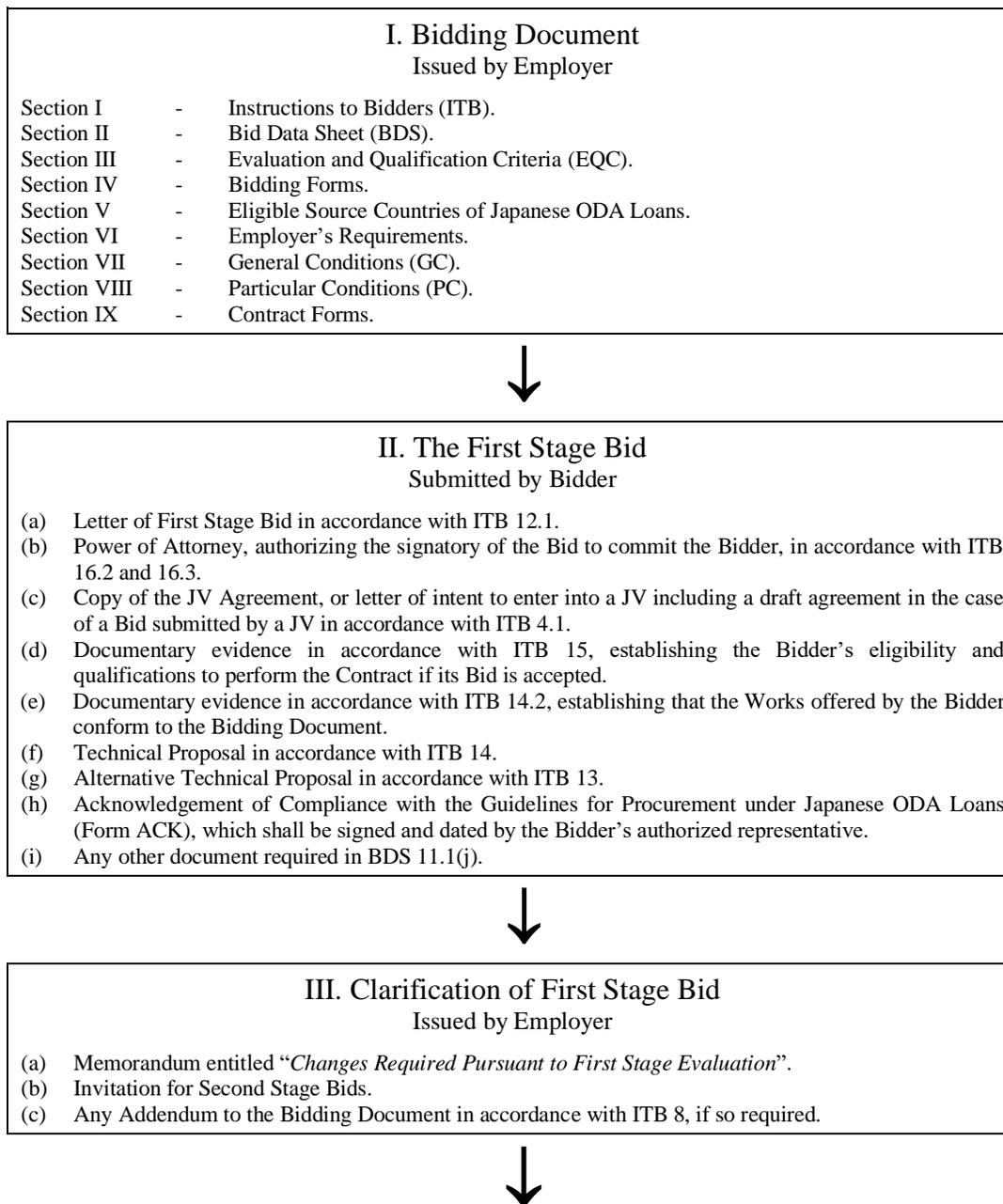
**III. Contract Documents**  
Issued by Employer & submitted by Bidder

- (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 – Contract Data.
- (g) Particular Conditions: Part B – Specific Provisions.
- (h) General Conditions.
- (i) Employer’s Requirements.
- (j) Completed Schedules.
- (k) Contractor’s Proposal.
- (l) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans.
- (m) Any other documents forming part of the Contract.

# Bidding Procedure

## Two-Stage One-Envelope Bidding

### Documents Structure



#### IV. The Second Stage Bid

Submitted by Bidder

- (a) The Letter of Second Stage Bid in accordance with ITB 29.
- (b) Completed Schedules in accordance with ITB 29.1 and ITB 30, including completed Price Schedules, completed Schedule of Payment, and completed Schedule of Adjustment Data (if any required in accordance with ITB 30.7).
- (c) Bid Security, in accordance with ITB 33.
- (d) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 34.2 and ITB 34.3.
- (e) Updated First Stage Bid, comprising any modifications required to the First Stage Bid as recorded in the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation” in accordance with ITB 28.1 (e).
- (f) Documentary evidence regarding any changes that may have occurred between the time of submitting the First and Second Stage Bids that have any material effect on the Bidder’s eligibility and qualifications to perform the Contract in accordance with ITB 28.1 (f).
- (g) Documentary evidence establishing that any additional or varied Works to be supplied and constructed by the Bidder, in accordance with the requirements of the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”, are technically acceptable in accordance with ITB 28.1 (g) .
- (h) Details of the proposed subcontractors, including manufacturers, if, as a result of complying with the memorandum “Changes Required Pursuant to First Stage Evaluation”, the Bidder proposes to engage any subcontractors or manufacturers additional to or different from those named in its First Stage Bid in accordance with ITB 28.1 (h).
- (i) Any other document required under BDS 28.1(i).



#### V. Contract Documents

Issued by Employer & submitted by Bidder

- (a) Contract Agreement.
- (b) Letter of Acceptance.
- (c) Letter of Second Stage Bid.
- (d) Addenda, if any.
- (e) Particular Conditions: Part A – Contract Data.
- (f) Particular Conditions: Part B – Specific Provisions.
- (g) General Conditions.
- (h) Employer’s Requirements.
- (i) Completed Schedules.
- (j) Contractor’s Proposal.
- (k) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans.
- (l) Any other documents forming part of the Contract.

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# Invitation for Bids: Following Prequalification

## Notes for the Employer

The Invitation for Bids for contracts, subject to prequalification, is sent only to firms 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 conducted, 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 received<sup>1</sup> a loan from the Japan International Cooperation Agency (JICA) towards the cost of [insert name of Project] and intends to apply part of the proceeds towards payments under the contract<sup>2</sup> for [insert name of Contract].
2. The [insert name of Employer] now invites sealed Bids from prequalified eligible Bidders for the design, construction and completion of [insert name of the works or plant]<sup>3</sup> (“the Works”). International competitive bidding will be conducted in accordance with [insert “Single-Stage Two-Envelope” or “Two-Stage One-Envelope”, as appropriate] Bidding Procedure.
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]<sup>4</sup>. The method of payment will be [insert method of payment]<sup>5</sup>. The document will be sent by [insert delivery procedure].
6. Bids must be delivered to the address above<sup>6</sup> on or before [insert time] on [insert date] and must be accompanied by a Bid security<sup>7</sup> 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 Second Stage Bid, as applicable.”.
3. A brief description of the works or plant 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.
7. Delete the requirement of a security when the Two-Stage One-Envelope Bidding procedure is used, as the security is required only for the Second Stage Bids.

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

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# BIDDING DOCUMENT

for

## Procurement of

*[insert name of the Plant or Works]*

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

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# **PART 1 – BIDDING PROCEDURES**



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**OPTION A:**  
**Single-Stage 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 Design Build Plant and Works, (hereafter referred to as “Standard ITB”) is **required** in all bidding documents for the electrical and mechanical plant and building and engineering works of lump-sum type designed by the Contractor 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: Single-Stage Two-Envelope Bidding** of the Standard Bidding Document for Procurement of Design Build Plant and Works (SBD (Design Build)), 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

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## A. General

### 1. Scope of Bid

- 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Employer as **specified in the BDS** located in the country, as **specified in the BDS**, issues this Bidding Document (hereinafter referred to as “Bidding Document”) for the procurement of Design Build Plant and Works as specified in Section VI, Employer’s 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;
- (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; and
- (f) the word “Works” is synonymous with the words “Design-Build Plant and Works” and “plant and installation services”.

### 2. Source of Funds

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

Contract(s) for which this Bidding Document is issued.

- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
- 2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Employer will take appropriate measures for finance through other sources **specified in the BDS**.

### **3. Corrupt and Fraudulent Practices**

- 3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Employers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
  - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (b) will recognize a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.
  - (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project

financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Contractor or subcontractor so debarred if, in the Borrower's view, the ineligibility of such Contractor or subcontractor would result in a clear and substantial disadvantage to the Borrower.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July 2010, the date on which the World Bank Group started operating 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.

#### **4. Eligible Bidders**

- 4.1 The Bidder may be a single firm or a JV. In the case of a JV:
  - (a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
  - (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
  - (c) A Bid submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. The JV Agreement or the proposed JV Agreement, as the case may be, shall indicate at least the part(s) of the Works to be executed by each member.
- 4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
  - (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled

by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

- (b) A firm that has a close business relationship with a professional 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 ITB16.3). 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.

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

## **B. Contents of Bidding Document**

- 6. Sections of Bidding Document** 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8.

### **PART 1 Bidding Procedures**

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

### **PART 2 Employer's Requirements**

- Section VI. Employer's Requirements

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

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

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and

verifiable.

**7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

- 7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response on the Employer's web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than seven (7) days before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by the Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted

promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give the Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise 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) documentary evidence in accordance with ITB 16.2 establishing that the Works offered by the Bidder conform to the Bidding Document;
- (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) Bidder's Safety Declaration (Form JSSS/BSD); and
- (j) 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 12.1;
- (b) completed Schedules in accordance with ITB 12.1 and ITB 14, including completed Price Schedules, completed Schedule of Payment (unless otherwise provided) and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.7) but excluding any Schedule(s) required in ITB 11.2; and
- (c) any other document **required in the BDS**.

**12. Letters of Bid and Schedules**

- 12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid and the Schedules, including the Price Schedule, Schedule of Payment (unless otherwise provided) and the Schedule of Adjustment Data (only if required in ITB 14.7), using the relevant forms furnished in Section IV, Bidding

Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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

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

13.2 **If so specified in the BDS**, alternative Bids will be permitted, and the Bidders, wishing to offer technical alternatives to the Bid requirements, may in addition to the substantially responsive Bid (hereinafter referred to as “Base Bid”) 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.

**14. 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 Price Schedule 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 Price Schedule. 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 Price Schedule and will not be paid for separately by the Employer.

14.3 The Bidder shall give a breakdown of the prices in the manner and detail called for in the Price Schedule included in Section IV, Bidding Forms.

14.4 The latest edition (as of the Base Date) of Incoterms, published by the International Chamber of Commerce shall govern.

14.5 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.

- 14.6 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.7 **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 relevant 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.
- 14.8 **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 14.6, provided that the Bids for all lots are opened at the same time.
- 14.9 **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.
- 14.10 The exact amounts of the Provisional Sums and contingency allowance shall be indicated in the completed Price Schedule 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 Price Schedule) and indicated in the Summary of the completed Price Schedule.

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.

## **15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid shall be **as specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of

the successful Bidder.

15.2 The Bidder 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.

**16. Technical Proposal  
and  
Subcontractors**

16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including design methodology, 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 Employer's Requirements and the completion time.

16.2 The documentary evidence of the conformity of the Works with the Bidding Document may be in the form of literature, drawings and data, and shall include:

- (a) a detailed description of the essential technical and performance characteristics of the Works, including the functional guarantees of the proposed Works, in response to the Employer's Requirements;
- (b) a list giving full particulars, including available sources, of all spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts, if required), special tools, etc., necessary for the proper and continuing functioning of the Works for the period **specified in the BDS**, after the taking-over of the Works by the Employer in accordance with the provisions of the Contract; and
- (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. The Bidder shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirements.

16.3 **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 and 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. 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 specialized subcontractor(s) in Form ELI-3, Form EXP-2(b) and Form MAN in Section IV, Bidding Forms and submit the Schedule of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed including information establishing compliance with the requirements specified by the Employer;
- (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;
- (d) if the evaluation of the Price Bid is directly adjusted by the subcontractor's(s') qualifications, services and/or product(s) in Section III. Evaluation and Qualification Criteria (e.g. the Price Bid is adjusted by a performance of subcontractor's Plant), only one subcontractor or combination of subcontractors shall be proposed; and
- (e) 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 specialized 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.

The Bidder may also propose to subcontract major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. In such a case, sub-clauses (a) and (b) provided above in this ITB 16.3 shall be applied except submission of Form EXP-2(b) in Section IV, Bidding

Forms.

**17. 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 a 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.

**18. Period of Validity  
of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request the Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract Price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.

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

## 19. Bid Security

- 19.1 The Bidder shall furnish as part of its 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.

## **20. 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 interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.5 The Bidder shall clearly mark “CONFIDENTIAL” any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

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

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

- 21.1 The Bidder shall enclose:
  - (a) in a sealed envelope, duly marked as “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 a sealed envelope marked “ALTERNATIVE BID - ORIGINAL”, the alternative Bid; and
  - (ii) in a sealed 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 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.

## **22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and the Bidders subject to the

previous deadline shall thereafter be subject to the deadline as extended.

### **23. Late Bids**

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

### **24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid – 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.

### **25. Bid Opening**

25.1 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all 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 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or the Substitution Price Bid shall be exchanged for 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 envelop;
  - (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 the opening of Technical Bids 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 have been 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 Bidders' representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price 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) the total Bid Price including any discount, 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 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 opening of Price Bids.

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 in the case of bidding for multiple lots, the total prices for each lot together with the sum of the total price for all lots including any discounts; and
- (c) whether there is an alternative Bid without opening its envelope.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

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

### **26. Confidentiality**

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

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

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

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

**27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of the 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.

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

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

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

**29. Preliminary Examination of Technical Bids**

29.1 The Employer shall examine Technical Bids 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.

**30. Qualification of the Bidders**

30.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Employer shall determine to its satisfaction whether the Bidders meet the qualification 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 16.3 for the key activities listed in Section III, Evaluation and Qualification Criteria 2.4.2(b).

30.3 The Employer reserves the right to waiver minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.

30.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.

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

30.5 The subcontractors proposed by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.

Furthermore, if the specialized subcontractor proposed in accordance with ITB 16.3 who does not meet the corresponding criteria for the key activities specified in Section III Evaluation and Qualification Criteria 2.4.2(b), the Bidder who proposed such a specialized subcontractor shall be disqualified.

**31. Determination of Responsiveness of 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, Employer's Requirements have been met without any material deviation, reservation or omission. The Recommended Spare Parts, if any, proposed by the Bidder shall not be subject to evaluation.

Should a manufacturer or subcontractor proposed for Section III, Evaluation and Qualification Criteria 1.1.3 be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to issuing the Letter of Acceptance, the corresponding Schedule to the Contract Agreement shall be completed, listing the

approved manufacturers or subcontractors for each item concerned.

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.

**32. 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 by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or components cannot be derived from the price of other substantially responsive Bidder, the Employer shall use its best estimate.

**33. Correction of  
Arithmetical  
Errors**

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

(a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the total of the amounts given under the column for the price breakdown shall prevail and the amount given under the Total Price will be corrected;

(b) where there are errors between the total of the amounts of Schedule Nos. 1 to 6 and the amount given in the Grand Summary, the total of the amounts of Schedule Nos. 1 to 6

shall prevail and the amount given in the Grand Summary will 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 Bidder shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.

#### **34. Conversion to Single Currency**

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

#### **35. Evaluation of 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 Price Schedule, but including the Provisional Sum for Daywork when priced competitively;
- (b) price adjustment for correction of arithmetical errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.6;
- (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.

The price for the Recommended Spare Parts if any, stated in the Price Schedule shall not be subject to evaluation.

35.2 If price adjustment is allowed in accordance with ITB 14.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

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

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

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

36.2 If the Bid, 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 Price Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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

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

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

### **37. Employer's Right to Accept Any Bid, and to Reject Any**

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

**or All Bids**

liability to the Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**F. Award of Contract****38. Award Criteria**

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

**39. Notification of Award**

39.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called 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.

**40. Signing of Contract**

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**41. Performance Security**

41.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the

Conditions of Contract, subject to ITB 36.2 using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's country.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**42. Notification to Unsuccessful Bidders and Debriefing**

42.1 As promptly as possible upon the successful Bidder signing the Contract and furnishing the Performance Security pursuant to ITB 41, the Employer shall notify all unsuccessful Bidders of the results of the bidding.

42.2 After receipt of the Employer's notification pursuant to ITB 42.1 above, the unsuccessful Bidders (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

<b>A. General</b>									
<b>ITB 1.1</b>	<p>The number of the Invitation for Bids is: <i>[insert Invitation for Bids number]</i></p> <p>The Employer is: <i>[insert name of Employer]</i> located in <i>[insert name of country of Employer/ Borrower]</i></p> <p>The Project is: <i>[insert name of Project]</i></p> <p>The name of the Contract is: <i>[insert name of Contract]</i></p> <p>The multiple lots of the Project for which the Bids are being invited are: <i>[If the Bids are being invited for multiple lots of the Project, insert “as indicated in the table below” and list out the relevant lot numbers and contract names in the table. Otherwise delete the table below entirely and insert “not applicable”.]</i></p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 2px 10px;">Lot Number</th> <th style="padding: 2px 10px;">Contract Name</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px 10px;"><i>[insert lot number]</i></td> <td style="padding: 2px 10px;"><i>[insert contract name]</i></td> </tr> <tr> <td style="padding: 2px 10px;"><i>[insert lot number]</i></td> <td style="padding: 2px 10px;"><i>[insert contract name]</i></td> </tr> <tr> <td style="padding: 2px 10px;"><i>[insert lot number]</i></td> <td style="padding: 2px 10px;"><i>[insert contract name]</i></td> </tr> </tbody> </table>	Lot Number	Contract Name	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>
Lot Number	Contract Name								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<b>ITB 2.1</b>	<p>The Borrower is: <i>[insert name of Borrower]</i></p> <p>The number of the JICA Loan Agreement is: <i>[insert JICA Loan Agreement number]</i></p> <p>The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i></p> <p>The signed date of the Loan Agreement is: <i>[insert signed date of the Loan Agreement]</i></p>								
<b>ITB 2.2</b>	<p>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in <i>[insert one of the following: October 2023, April 2012, March 2009, or October 1999]</i>.</p>								
<b>ITB 2.3</b>	<p>The other sources of finance are: <i>[insert other sources of finance]</i></p>								
<b>ITB 3.1(b)</b>	<p>The list of ineligible firms and individuals is available at the JICA’s website: <a href="http://www.jica.go.jp/english/about/organization/corp_gov/index.html">www.jica.go.jp/english/about/organization/corp_gov/index.html</a></p>								
<b>ITB 3.1(c)</b>	<p>The list of debarred firms and individuals is available at the World Bank’s website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>								
<b>ITB 4.5</b>	<p>This bidding <i>[select “is” or “is not”, as appropriate.]</i> subject to prequalification.</p>								

<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer's address is:            Attention: <i>[insert full name of person, if applicable]</i>            Mailing Address: <i>[insert mailing address]</i>            Email: <i>[insert email address(es), if applicable]</i>            Responses to any request for clarification, if any, <i>[select "will" or "will not", as appropriate]</i> be published on the Employer's web page indicated below.            Web Page: <i>[insert the Employer's web page if responses to requests for clarifications will be published on the Employer's web page. Otherwise insert "N/A".]</i></p>
<b>ITB 7.4</b>	<p>A pre-bid meeting <i>[insert "will" or "will not", as appropriate]</i> take place at the following date, time and place:  <i>[If a pre-bid meeting will take place, insert the date, time and place information in the spaces provided below. Otherwise insert "N/A" in the spaces provided below for the date, time and place.]</i>            Date : _____            Time : _____            Place : _____            A site visit at the time of the pre-bid meeting conducted by the Employer <i>[insert "will be" or "will not be", as appropriate]</i> organized.</p>
<b>ITB 8.2</b>	Addenda, if any, <i>[select "will" or "will not", as appropriate]</i> be published on the Employer's web page.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <i>[insert one of the following: Japanese, English, Spanish or French]</i>
<b>ITB 11.2(j)</b>	<p>The Bidder shall submit the following additional documents in its Technical Bid:  <i>[List any additional documents not already listed in ITB 11.2 that must be submitted with the Technical Bid. If there is no additional document, state "none".]</i></p>
<b>ITB 11.3(c)</b>	<p>The Bidder shall submit the following additional documents in its Price Bid:  <i>[List any additional documents not already listed in ITB 11.3 that must be submitted with the Price Bid. If there is no additional document, state "none".]</i></p>
<b>ITB 13.1</b>	Alternative times for completion <i>[insert "will be" or "will not be", as appropriate]</i> permitted.

<p><b>ITB 13.2</b></p>	<p>Alternative Bids [<i>insert “will be” or “will not be”, as appropriate</i>] permitted.</p>						
<p><b>ITB 14.7</b></p>	<p>The prices quoted by the Bidder shall: [<i>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</i>]                  [Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.]</p>						
<p><b>ITB 14.9</b></p>	<p>[This ITB 14.9 shall be consistent with Sub-Clauses 1.16 of the Conditions of Contract.]</p> <p>In accordance with Sub-Clause 14.1 of the 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.</p> <hr/> <p>[The Employer shall choose (a) and/or (b) of the following paragraph, as applicable and complete subparagraphs, indicating clearly that 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.]</p> <p>In addition to the above:</p> <p>(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:</p> <p>(i) “No Pay” category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.</p> <p>(ii) “Pay &amp; Reimburse” category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that the Contractor 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.</p> <table border="1" data-bbox="488 1789 1393 1898"> <thead> <tr> <th data-bbox="488 1789 581 1829">No.</th> <th data-bbox="581 1789 862 1829">Duty/ Tax/ Levy</th> <th data-bbox="862 1789 1393 1829">Exemption Category</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 1829 581 1898">1</td> <td data-bbox="581 1829 862 1898">[insert duty/ tax/ levy]</td> <td data-bbox="862 1829 1393 1898">[indicate whether “No Pay” or “Pay &amp; Reimburse”]</td> </tr> </tbody> </table>	No.	Duty/ Tax/ Levy	Exemption Category	1	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]
No.	Duty/ Tax/ Levy	Exemption Category					
1	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]					

	<table border="1" data-bbox="488 235 1395 426"> <tr> <td data-bbox="488 235 578 310">2</td> <td data-bbox="578 235 859 310"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="859 235 1395 310"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td data-bbox="488 310 578 386">3</td> <td data-bbox="578 310 859 386"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="859 310 1395 386"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td data-bbox="488 386 578 426">etc.</td> <td data-bbox="578 386 859 426"></td> <td data-bbox="859 386 1395 426"></td> </tr> </table> <p data-bbox="430 478 1422 596">(b) duties, taxes and levies listed below shall be paid by the Employer on behalf of the Contractor: <i>[insert list of duties, taxes and levies]</i></p>	2	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	3	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	etc.																			
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etc.																											
<p><b>ITB 14.10</b></p>	<p data-bbox="430 611 1422 873"><i>[There are the Specified Provisional Sums and contingency allowance.]</i> The Amounts and Currencies of the Specified Provisional Sums shall be as follows: <i>[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 Price Schedule.]</i></p> <table border="1" data-bbox="430 877 1382 1142"> <thead> <tr> <th data-bbox="430 877 537 953" rowspan="2">Item No.</th> <th data-bbox="537 877 1045 953" rowspan="2">Description</th> <th colspan="2" data-bbox="1045 877 1382 917">Amount</th> </tr> <tr> <th data-bbox="1045 917 1216 953">Local</th> <th data-bbox="1216 917 1382 953">Foreign</th> </tr> </thead> <tbody> <tr> <td data-bbox="430 953 537 993">1</td> <td data-bbox="537 953 1045 993"></td> <td data-bbox="1045 953 1216 993"></td> <td data-bbox="1216 953 1382 993"></td> </tr> <tr> <td data-bbox="430 993 537 1033">2</td> <td data-bbox="537 993 1045 1033"></td> <td data-bbox="1045 993 1216 1033"></td> <td data-bbox="1216 993 1382 1033"></td> </tr> <tr> <td data-bbox="430 1033 537 1073">3</td> <td data-bbox="537 1033 1045 1073"></td> <td data-bbox="1045 1033 1216 1073"></td> <td data-bbox="1216 1033 1382 1073"></td> </tr> <tr> <td data-bbox="430 1073 537 1113">etc.</td> <td data-bbox="537 1073 1045 1113"></td> <td data-bbox="1045 1073 1216 1113"></td> <td data-bbox="1216 1073 1382 1113"></td> </tr> <tr> <td colspan="2" data-bbox="430 1113 1045 1142" style="text-align: center;"><b>Total - Specified Provisional Sums</b></td> <td data-bbox="1045 1113 1216 1142"></td> <td data-bbox="1216 1113 1382 1142"></td> </tr> </tbody> </table> <p data-bbox="430 1220 1422 1472"><i>[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 Schedules 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.</i></p> <p data-bbox="430 1514 1422 1619"><i>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.</i></p> <p data-bbox="430 1661 1422 1839"><i>So as to make Item (E) (i.e.: Add contingency allowance) of the Grand Summary of the Price Schedule 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.]</i></p>	Item No.	Description	Amount		Local	Foreign	1				2				3				etc.				<b>Total - Specified Provisional Sums</b>			
Item No.	Description			Amount																							
		Local	Foreign																								
1																											
2																											
3																											
etc.																											
<b>Total - Specified Provisional Sums</b>																											

	<p>Contingency allowance shall be as follows:  <i>[choose one of the following options, as applicable and delete the other.]</i></p> <p><i>[Option A]</i>  <i>[insert the applicable percentage]</i> of the Bid Price in the currency or currencies in which the Bid Price is expressed in the Bid submitted by the Bidder.</p> <p><i>[Option B]</i>  <i>[insert the applicable fixed amount in the applicable currency or currencies]</i>  <i>[If there are no amount allocated in Specified Provisional Sums or contingency allowance in the Price Schedule, delete all above and state “This BDS 14.10 is not applicable.”.]</i></p>
<b>ITB 15.1</b>	<p>The currency(ies) of the Bid shall be as described below:</p> <p>(a) the inputs to the Works that the Bidder expects to supply from within the Employer’s country shall be quoted in <i>[insert name of the currency of the Employer’s country]</i>, referred to as “the local currency”, to <i>[insert number of decimal places]</i> decimal place(s); and</p> <p>(b) the inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency”), shall be quoted in:</p> <p>(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p>(ii) <i>[other international trading currency or currencies, if any]</i> to <i>[insert number of decimal places]</i> decimal place(s).</p>
<b>ITB 16.2(b)</b>	<p>The period after the taking-over of the Works by the Employer, for the Bidder to propose spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts, if required), special tools, etc: <i>[insert number of years as appropriate, normally two (2) years]</i></p>
<b>ITB 16.3</b>	<p>At this time the Employer <i>[insert “intends” or “does not intend”, as appropriate]</i> to execute certain specific parts of the Works by subcontractors (i.e.: nominated Subcontractors) selected in advance.</p> <p><i>[If the Employer intends to employ nominated Subcontractors, include the following paragraph, listing the nominated Subcontractors in the table. Otherwise delete it in its entirety.]</i></p> <p>The specific parts of the Works and the nominated Subcontractors to be employed for each part are as indicated below:</p>

	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]
<b>ITB 18.1</b>	<p>The Bid validity period shall be [insert a number of days required for evaluation, approval and award plus contingency] days.</p> <p>[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, approvals (including JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.]</p>	
<b>ITB 18.3(a)</b>	<p>[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.”.]</p> <p>The local and foreign currency portions of the Contract price shall be adjusted by using the following formula:</p> $BP_A = BP_0 \left( 1 + \frac{DP \times AF}{365} \right)$ <p>Where:</p> <p>“BP<sub>A</sub>” is the local (or foreign) portion of Bid Price as adjusted for the delay in award of the Contract.</p> <p>“BP<sub>O</sub>” is the local (or foreign) portion of Bid Price as stated in the Letter of Bid.</p> <p>“DP” is the period of delay, calculated as a number of days between the award date and the date, fifty-six (56) days after the expiry date of the initial bid validity period</p> <p>“AF” is:</p> <ol style="list-style-type: none"> <li>in the case of 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.</li> <li>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</li> </ol>	

	three (3) years from the date, one (1) month prior to the award date.
<b>ITB 19.1</b>	The amount and currency of the Bid Security shall be <i>[insert amount and currency of the Bid Security. The amount should be between 1.5% to 2.5% of the estimated contract value.]</i>
<b>ITB 19.2(d)</b>	Other types of acceptable securities: <i>[insert names of other acceptable securities. Insert "none" if no other forms of bid securities besides those listed in ITB 19.2 (a) through (c) are acceptable.]</i>
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <i>[insert number of copies.]</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	For <b><u>Bid submission purposes</u></b> only, the Employer's address is: Attention: <i>[insert full name of person, if applicable]</i> Mailing Address: <i>[insert mailing address]</i>  <b>The deadline for Bid submission is:</b> Date: <i>[insert day, month, and year, e.g., 15 June 2018]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i>
<b>ITB 25.1</b>	The Technical Bid opening shall take place at: Mailing Address: <i>[insert mailing address]</i> Date: <i>[insert day, month, and year, e.g., 15 June 2018]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i> <i>[The date should be the same as those given for the deadline for submission of Bids (ITB 22).]</i>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 34.1</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: <i>[insert Japanese Yen or another single currency]</i>  The source of exchange rate shall be: <i>[insert name of the source of exchange rates (e.g., the Central Bank in the Employer's country).]</i>  The date for the exchange rate shall be: <i>[insert day, month and year, e.g. 15 June 2018, the date not earlier than thirty (30) days prior to, nor later than, the date of Technical Bid opening specified in ITB 25.1.]</i>



## **Option A: 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.

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**

#### **1.1 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, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements.
- (ii) conformity of the Works with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Works in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel in execution of the Works.
- (vii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff.
- (viii) 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, mainly the compliance with the Time for Completion, as evidenced by a design and construction schedule provided in the Technical Proposal.
- (ix) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (x) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.

- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 below, if applied.

The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified performance guarantees, will be rejected.

### 1.1.1 Personnel

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

No.	Position	Minimum Number of Years	
		Similar Positions	Total Work Experience
1			
2			
3			
4			
5			
...			
<p><u>Notes for the Employer</u></p> <p>(a) <i>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), Design Manager(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.</i></p> <p>(b) <i>One of the key positions shall be a Health and Safety Manager.</i></p> <p>(c) <i>Insert requirements for award of multiple lots, if applicable.</i></p>			

Alternative candidates for key positions shall not be evaluated.

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

### 1.1.2 Construction Equipment

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

No.	Equipment Type and Required Performance Characteristics	Minimum Requirement (Number of Units)
1		
2		
3		
4		
5		
<p><i>Notes for the Employer:</i></p> <p>(a) <i>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.</i></p> <p>(b) <i>Insert requirements for award of multiple lots, if applicable.</i></p>		

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

### 1.1.3 Subcontractor for major item of the Works

Subcontractors/manufactures for the following major item of the Works must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the Subcontractor but not the Bidder.

Item No.	Description of Item	Minimum Criteria to be met	Submission Requirements
1			
2			
3			
4			
5			
<p><i>Notes for the Employer:</i></p> <p>(a) <i>The items listed shall be limited to items of paramount importance of which the Employer wishes to confirm adequacy and suitability of the proposed Subcontractors at the bidding stage.</i></p> <p>(b) <i>List the submission requirement not already listed in Form ELI-3 that must be submitted with the Bid so as to prove compliance with the requirements. If there is no additional documents to be submitted, state "none".</i></p>			

In the case of a Bidder who offers to supply and install major items of the Works under the contract, which the Bidder does not manufacture or otherwise produce, the Bidder shall provide the Manufacturer’s authorization, using the form provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer’s country.

**1.1.4 Other Evaluation Criteria**

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

.....  
.....

**1.2 Evaluation of Price Bid**

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

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

The following factors and methods will apply under ITB 35.1 (d):

**(a) Operating and Maintenance Costs**

*[If Operating and Maintenance Costs will be subject to evaluation, then insert the following. Otherwise delete all below and state “N/A”.]*

Since the operating and maintenance costs of the Works being procured form a major part of the life cycle cost of the Works, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedules as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

The operating and maintenance costs factors for calculation of the life cycle cost are:

- (i) number of years for life cycle *[insert life cycle period in years. The period should not exceed the period before a major overhaul of the Works becomes necessary.]*
- (ii) operating costs *[insert fuel and/or other input, unit cost for annual and total operational requirements.]*
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation, and

(iv) a rate of *[insert rate in words and figures]* percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**(b) Performance Guarantees of the Works**

The norms and the minimum/ maximum acceptable levels stated in the Employer’s Requirements for functional guarantees are:

*[insert the requirements stated in the Employer’s Requirements]*

Required Performance Guarantee	Requirement	
	Norm	Minimum/Maximum Acceptable Level
1.		
2.		
3.		
...		

For the purposes of evaluation: the following shall apply:

If the value(s) of the performance guarantee(s) of the proposed Works, as provided by the Bidder in Schedule of Guarantees:

- (i) meet(s) the Norm specified in the table above, there shall no adjustment to the Bid Price.
- (ii) is/ are within the range between the Norm and the Minimum/ Maximum Acceptable Level in the table above, for each percentage point that the value of the performance guarantee is deviated from the Norm, the Bid Price shall be adjusted using the methodology stated below:

*[state methodology for calculation of adjustment]*

- (iii) is/are not within the Minimum/ Maximum Acceptable Level in the table above, the Bid shall be rejected.

**(c) Specific Additional Evaluation Criteria**

The following additional evaluation criteria will be used in the evaluation: *[if applicable, insert additional evaluation criteria. Otherwise state “N/A”.]*

.....  
 .....

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

*[Insert the following paragraph in case of bidding for multiple lots, if applicable. Otherwise delete 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.”]*

### **1.3 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.

## 2. Qualification

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

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as specialized 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.



## **Option A: 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.

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**

#### **1.1 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, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements.
- (ii) conformity of the Works with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Works in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel in execution of the Works.
- (vii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff.
- (viii) 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, mainly the compliance with the Time for Completion, as evidenced by a design and construction schedule provided in the Technical Proposal.
- (ix) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (x) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.

- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 below, if applied.

The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified performance guarantees, will be rejected.

### 1.1.1 Personnel

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

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

*Notes for the Employer:*

(a) *The positions listed shall be limited to senior positions that are essential to the proper and timely execution of the Works, such as Project Manager, Chief Engineer(s), Design Manager(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 award 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.

### 1.1.2 Construction Equipment

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

No.	Equipment Type and Required Performance Characteristics	Minimum Requirement (Number of Units)
1		
2		
3		
4		
5		
<p><i>Notes for the Employer:</i></p> <p>(a) <i>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.</i></p> <p>(b) <i>Insert requirements for award of multiple lots, if applicable.</i></p>		

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

### 1.1.3 Subcontractor for major item of the Works

Subcontractors/manufactures for the following major item of the Works must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the Subcontractor but not the Bidder.

Item No.	Description of Item	Minimum Criteria to be met	Submission Requirements
1			
2			
3			
4			
5			
<p><i>Notes for the Employer:</i></p> <p>(a) <i>The items listed shall be limited to items of paramount importance of which the Employer wishes to confirm adequacy and suitability of the proposed Subcontractors at the bidding stage.</i></p> <p>(b) <i>List the submission requirement not already listed in Form ELI-3 that must be submitted with the Bid so as to prove compliance with the requirements. If there is no additional documents to be submitted, state "none".</i></p>			

In the case of a Bidder who offers to supply and install major items of the Works under the contract, which the Bidder does not manufacture or otherwise produce, the Bidder shall provide the Manufacturer’s authorization, using the form provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer’s country.

**1.1.4 Other Evaluation Criteria**

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

.....  
.....

**1.2 Evaluation of Price Bid**

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

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

The following factors and methods will apply under ITB 35.1 (d):

**(a) Operating and Maintenance Costs**

*[If Operating and Maintenance Costs will be subject to evaluation, insert the following. Otherwise delete all below and state “N/A”.]*

Since the operating and maintenance costs of the Works being procured form a major part of the life cycle cost of the Works, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedules as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

The operating and maintenance costs factors for calculation of the life cycle cost are:

- (i) number of years for life cycle [*insert life cycle period in years. The period should not exceed the period before a major overhaul of the Works becomes necessary.*]
- (ii) operating costs [*insert fuel and/or other input, unit cost for annual and total operational requirements.*]
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation, and
- (iv) a rate of [*insert rate in words and figures*] percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**(b) Performance Guarantees of the Works**

The norms and the minimum/ maximum acceptable levels stated in the Employer’s Requirements for functional guarantees are:

*[insert the requirements stated in the Employer’s Requirements]*

Required Performance Guarantee	Requirement	
	Norm	Minimum/Maximum Acceptable Level
1.		
2.		
3.		
...		

For the purposes of evaluation: the following shall apply:

If the value(s) of the performance guarantee(s) of the proposed Works, as provided by the Bidder in Schedule of Guarantees:

- (i) meet(s) the Norm specified in the table above, there shall no adjustment to the Bid Price.
- (ii) is/ are within the range between the Norm and the Minimum/ Maximum Acceptable Level in the table above, for each percentage point that the value of the performance guarantee is deviated from the Norm, the Bid Price shall be adjusted using the methodology stated below:

*[state methodology for calculation of adjustment]*

- (iii) is/are not within the Minimum/ Maximum Acceptable Level in the table above, the Bid shall be rejected.

**(c) Specific Additional Evaluation Criteria**

The following additional evaluation criteria will be used in the evaluation: *[if applicable, insert additional evaluation criteria. Otherwise state “N/A”.]*

.....  
 .....

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

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

*“If so provided in BDS 1.1, the Bidders have the option to bid for multiple lots of the Project in any combination. Bids for each lot or each combination of lots will then be*

*evaluated taking into account discounts offered, if any, for the award of such multiple lots.*

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

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

*[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.

## 2. Qualification

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

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

### (II) Exchange Rate for Qualification Criteria

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

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.
- (b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

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

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

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

## 2.1 Eligibility

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI -1 and 2 <sup>(i)</sup> with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of Technical Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of Technical Bid Form ACK
<p><u>Notes for the Bidders</u></p> <p>(i) ELI -2 is required only if the Bidder is a JV.</p> <p>(ii) This requirement also applies to subcontractors if proposed by the Bidder under 1.1.3 above and 2.4.2(b) below.</p>							

## 2.2 Historical Contract Non-Performance and Litigation

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

### Notes for the Bidders

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

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

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have

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

### 2.3 Financial Situation and Capabilities

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

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

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

## 2.4 Experience

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p><i>physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by subcontractors, if permitted, in accordance with ITB 16.3]</i></p> <p><i>[insert requirements for award of multiple lots, if applicable.]<sup>(vii)</sup></i></p>					
		<p>(b) For the above or other contracts completed and under implementation as prime contractor<sup>(i)</sup> (single entity or JV member) or subcontractor<sup>(vi)</sup> between 1<sup>st</sup> January <i>[insert year]</i><sup>4</sup> and Bid submission deadline, a minimum experience in the following key activities successfully completed<sup>(iii)</sup> <i>[list activities indicating number, output, capacity, or performance levels as applicable]</i><sup>5</sup>.</p> <p><i>[insert requirements for award of multiple lots, if applicable.]<sup>(vii)</sup></i></p>	<p>Must meet requirement</p> <p>Following activities can be met through a specialized subcontractor:</p> <p><i>[specify activities, which may be met through a specialized subcontractor; if there is no such requirement,</i></p>	<p>Must meet requirement<sup>(v)</sup></p> <p>Following activities can be met through a specialized subcontractor:</p> <p><i>[specify activities, which may be met through a specialized subcontractor; if there is no such requirement,</i></p>	N/A	<p>Must meet requirement</p> <p>Following requirements shall be met by one member:</p> <p><i>[specify activities which shall be met by one member. If there is no such requirement, state: "N/A"]</i></p>	<p>Form EXP –2(b) with attachment</p> <p>Form ELI –3</p> <p>Form MAN</p> <p>Schedule of Subcontractors</p>

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<i>in the case of civil works.</i>							



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**OPTION B:**  
**Two-Stage 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 Design Build Plant and Works, (hereafter referred to as “Standard ITB”) is **required** in all bidding documents for the electrical and mechanical plant and building and engineering works of lump-sum type designed by the Contractor 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: Two-Stage One-Envelope Bidding** of the Standard Bidding Document for Procurement of Design Build Plant and Works (SBD (Design Build)), 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

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## A. General

### 1. Scope 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 Design Build Plant and Works as specified in Section VI, Employer’s 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;
- (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; and
- (f) the word “Works” is synonymous with the words “Design-Build Plant and Works” and “plant and installation services”.

### 2. Source of Funds

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

Contract(s) for which this Bidding Document is issued.

- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
- 2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Employer will take appropriate measures for finance through other sources **specified in the BDS**.

### **3. Corrupt and Fraudulent Practices**

- 3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Employers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
  - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (b) will recognize a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.
  - (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the

Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Contractor or subcontractor so debarred if, in the Borrower's view, the ineligibility of such Contractor or subcontractor would result in a clear and substantial disadvantage to the Borrower.

"Cross debarment decisions by the Multilateral Development Banks" is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July 2010, the date on which the World Bank Group started operating 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.

#### **4. Eligible Bidders**

- 4.1 The Bidder may be a single firm or a JV. In the case of a JV:
  - (a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
  - (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
  - (c) A Bid submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. The JV Agreement or the proposed JV Agreement, as the case may be, shall indicate at least the part(s) of the Works to be executed by each member.
- 4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
  - (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants,

contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

- (b) A firm that has a close business relationship with a professional 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 ITB14.3). 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.

**5. Eligible Goods and** 5.1 The goods and services comprising the Works to be supplied

**Services**

under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

**B. Contents of Bidding Document****6. Sections of Bidding Document**

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

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

**PART 2 Employer's Requirements**

- Section VI. Employer's Requirements

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

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

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and

verifiable.

**7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

- 7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response on the Employer's web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 8, ITB 18.2 and ITB 36.2.
- 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 execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than seven (7) days before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by the Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted

promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give the Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 18.2 or ITB 36.2.
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### **C1. First Stage Bid: Preparation**

- 11. Documents Comprising the First Stage Bid**
- 11.1 The First Stage Bid shall comprise the following:
- (a) Letter of First Stage Bid, in accordance with ITB 12.1;
  - (b) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 16.2 and 16.3;

- (c) 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;
- (d) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (e) documentary evidence in accordance with ITB 14.2 establishing that the Works offered by the Bidder conform to the Bidding Document;
- (f) Technical Proposal in accordance with ITB 14;
- (g) alternative Technical Proposals in accordance with ITB 13;
- (h) Acknowledgment 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) Bidder's Safety Declaration (Form JSSS/BSD); and
- (j) any other document **required in the BDS**.

First Stage Bids are unpriced Bids and shall contain no prices or Price Schedules or other reference to rates and prices for completing the Works. First Stage Bids containing such price information will be rejected.

## **12. Letter of First Stage Bid and Attachments**

- 12.1 The Bidder shall complete the Letter of First Stage Bid and any attachments shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

## **13. Alternative Technical Proposals**

- 13.1 The Bidder shall note that they are permitted to propose technical alternatives with their First Stage Bids in addition to or in lieu of the requirements specified in the Bidding Document, provided they can document that the proposed technical alternatives are to the benefit of the Employer, that they fulfil the principal objectives of the Contract, and that they meet the basic performance and technical criteria specified in the Bidding Document.
- 13.2 Any alternative Technical Proposal submitted by the Bidder as part of their First Stage Bid will be the subject of clarification with the Bidder, pursuant to ITB 26.

**14. Technical Proposal  
and  
Subcontractors**

- 14.1 The Bidder shall furnish as part of the First Stage Bid, a Technical Proposal including design methodology, 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 the substantial responsiveness of the Bidder's proposal to meet the Employer's Requirements and the completion time.
- 14.2 The documentary evidence of the conformity of the Works with the Bidding Document may be in the form of literature, drawings and data, and shall include:
- (a) a detailed description of the essential technical and performance characteristics of the Works, including the functional guarantees of the proposed Works, in response to the Employer's Requirements;
  - (b) a list giving full particulars, including available sources, of all spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts, if required), special tools, etc., necessary for the proper and continuing functioning of the Works for the period **specified in the BDS**, after the taking-over of the Works by the Employer in accordance with the provisions of the Contract; and
  - (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. The Bidder shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirements.
- 14.3 **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 and 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. 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 specialized subcontractor(s) in Form ELI-3, Form EXP-2(b) and Form MAN in Section IV, Bidding Forms and submit the Schedule of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed including information establishing compliance with the requirements specified by the Employer;
- (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 18.1;
- (d) if the evaluation of the Price Bid is directly adjusted by the subcontractor's(s') qualifications, services and/or product(s) in Section III. Evaluation and Qualification Criteria (e.g. the Price Bid is adjusted by a performance of subcontractor's Plant), only one subcontractor or combination of subcontractors shall be proposed; and
- (e) 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 specialized 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 15.2.

The Bidder may also propose to subcontract major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. In such a case, sub-clauses (a) and (b) provided above in this ITB 14.3 shall be applied except submission of Form EXP-2(b) in Section IV, Bidding Forms.

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

15.1 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.

- 15.2 Any change in the structure or formation of a 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 Documents; 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.

## 16. Format and Signing of First Stage Bid

- 16.1 The Bidder shall prepare one original of the First Stage Bid comprising the documents as described in ITB 11 and clearly mark it "FIRST STAGE BID - ORIGINAL" including alternative Technical Proposals in accordance with ITB 13, if any.

In addition, the Bidder shall submit copies of the First Stage Bid, in the number **specified in the BDS** and clearly mark each of them "FIRST STAGE BID – COPY".

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

- 16.2 The original of the First Stage 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 First Stage Bid. All pages of the First Stage Bid where entries or amendments have been made shall be signed or initialed by the person signing the First Stage Bid.

- 16.3 A First Stage 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.
- 16.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the First Stage Bid.
- 16.5 The Bidder 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.

## **C2. First Stage Bids: Submission and Opening**

### **17. Sealing and Marking of First Stage Bids**

- 17.1 The Bidder shall enclose:
  - (a) in a sealed envelope, duly marked as "First Stage Bid - Original", all documents comprising the First Stage Bid, as described in ITB 11.1; and
  - (b) in sealed envelopes, duly marked as "First Stage Bid - Copy", all required copies of the First Stage Bid, sequentially numbered.

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

- 17.2 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 18.1;
  - (c) clearly marked with the specific identification of this bidding process **specified in BDS 1.1**; and

- (d) clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE OPENING OF THE FIRST STAGE BID” in accordance with ITB 21.1.
- 17.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the First Stage Bid.
- 18. Deadline for Submission of First Stage Bids**
- 18.1 First Stage Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 18.2 The Employer may, at its discretion, extend the deadline for the submission of First Stage 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.
- 19. Late Bids**
- 19.1 The Employer shall not consider any First Stage Bid that arrives after the deadline for submission of First Stage Bids, in accordance with ITB 18. Any First Stage Bid received by the Employer after the deadline for submission of First Stage Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 20. Substitution and Modification of First Stage Bids**
- 20.1 A Bidder may substitute or modify its First Stage Bid - after it has been submitted prior to the deadline for First Stage Bid submission, 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 16.2 and ITB 16.3. 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 16 and ITB 17, and in addition, the respective envelopes shall be clearly marked “FIRST STAGE BID - SUBSTITUTION”, “First Stage Bid - MODIFICATION”; and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.
- 21. Opening of First Stage Bids**
- 21.1 Except in the cases specified in ITB 19 and ITB 20, the Employer shall publicly open and read out in accordance with ITB 21.4 all First Stage Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders’ designated representatives and anyone who choose

to attend.

- 21.2 First, outer envelopes marked “FIRST STAGE BID - SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution First Stage Bids shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution First Stage Bids, if any, shall be opened and read out. 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 the First Stage Bids.
- 21.3 Next, outer envelopes marked “FIRST STAGE BID - MODIFICATION” shall be opened. No First Stage 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 First Stage Bids. Only the First Stage Bids, both Original as well as Modification, are to be opened and read out at the opening.
- 21.4 Next, all other envelopes holding the First Stage Bids shall be opened one at a time, reading out:
  - (a) the name of the Bidder;
  - (b) whether there is a substitution or modification; and
  - (c) any other details as the Employer may consider appropriate.

Only First Stage Bids including alternative Technical Proposal read out at the opening of First Stage Bids 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 19.1).

- 21.5 The Employer shall prepare a record of the First Stage Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder; and
  - (b) whether there is substitution, or modification, including any alternative Technical Proposal.

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 First-Stage Bids in time, and to JICA.

### **C3. First Stage Bids: Evaluation**

#### **22. Confidentiality**

22.1 Information relating to the evaluation of First and Second Stage 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 52.

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

22.2 Any attempt by a Bidder to influence the Employer in the evaluation of the First and Second Stage Bids or Contract award decisions may result in the rejection of its Bid.

22.3 Notwithstanding ITB 22.2, from the time of First Stage 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 should do so in writing except clarification meeting in accordance with ITB 26.1.

#### **23. Preliminary Examination of First Stage Bids**

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

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

(a) Letter of First Stage Bid;

(b) Power of Attorney to commit the Bidder; and

(c) Technical Proposal in accordance with ITB 14.

#### **24. Qualification of the Bidders**

24.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of First Stage Bids.

24.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications

submitted by the Bidder, pursuant to ITB 15. 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 14.3 for the key activities listed in Section III, Evaluation and Qualification Criteria 2.4.2(b).

- 24.3 The Employer reserves the right to waiver minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.
- 24.4 An affirmative determination will be a prerequisite for the Employer to invite the Bidder to a clarification meeting in accordance with ITB 26. A negative determination will result in disqualification of the Bidder's First Stage Bid.
- 24.5 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 14.3 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.

## **25. Evaluation of First Stage Bids**

- 25.1 The Employer will examine the First Stage Bids to determine whether they are complete, whether the documents have been properly signed and whether the First Stage Bids are generally in order. Any First Stage Bids found to be non-responsive will be rejected by the Employer and not included for further consideration.
- 25.2 The Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the First Stage Bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Technical Proposal.
- 25.3 The Employer will carry out a detailed technical evaluation of the First Stage Bids not previously rejected as being non-responsive, in order to determine whether the technical

aspects are in compliance with the Bidding Document, applying the criteria specified in Section III, Evaluation and Qualification Criteria. The Recommended Spare Parts, if any, proposed by the Bidder shall not be subject to evaluation.

- 25.4 The Employer will also review alternative Technical Proposals, if any, submitted by the Bidder, pursuant to ITB 13, to determine whether such alternatives may constitute an acceptable basis for a Second Stage Bid to be submitted on its own merits.
- 25.5 Should a manufacturer or subcontractor proposed for Section III, Evaluation and Qualification Criteria 1.1.3 be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price through the Memorandum entitled “**Changes Required Pursuant to First Stage Evaluation**” that is issued together with the invitation to submit a Second-Stage Bid.

#### **D. Clarification of First Stage Bids**

##### **26. Clarification Procedures**

- 26.1 The Employer may conduct clarification meetings with each or any Bidder to clarify any aspects of its First Stage Bid that require explanation and to review any Bidder’s proposed alternative solutions, deviations and/or reservations to the commercial or contractual provisions of the Bidding Document. The Employer may also seek clarifications in writing.
- 26.2 The Employer may bring to the attention of the Bidder any amendments or changes which the Employer may require to be made to the First Stage Bid; however the Employer may not require amendments or changes at variance from the Employers’ requirements unless the Employer intends to amend the Bidding Document in accordance with ITB 27.1(a).
- 26.3 The Employer will advise the Bidder of any deviations and/or reservations to the commercial or contractual provisions of the Bidding Document in the First Stage Bid, that are unacceptable and that are to be withdrawn in the Second Stage Bid.
- 26.4 The Employer will also advise the Bidder whether the proposed alternative Technical Proposal, if any, is acceptable, and will identify the degree (if any) to which such an

alternative Technical Proposal may be incorporated in the Bidder's Second Stage Bid.

26.5 The Employer will issue a Memorandum titled **“Changes Required Pursuant to First Stage Evaluation”** documenting the clarifications made in writing and/or in a meeting, if any, and including an Annex listing all decisions, and required amendments or changes resulting from the clarification of the First Stage Bid. The Memorandum will be communicated to the Bidder as part of the invitation to submit the Second Stage Bid.

## **27. Invitation to Submit Second Stage Bids**

27.1 At the end of the clarification process pursuant to ITB 26 conducted as necessary:

(a) the Employer may need to issue an amendment to the Bidding Document resulting from the First Stage evaluation and clarification process, with the objective of clarifying the requirements and improving competition without compromising essential project objectives and/or

(b) in regard to all Bidders, the Employer will either:

(i) invite the Bidder to submit a final updated technical and a commercial Second Stage Bid based on its First Stage Bid taking into account the Bidding Document, if and as amended, and any other modifications as recorded in the Memorandum entitled **“Changes Required Pursuant to First Stage Evaluation”**. Bidders will be allowed to submit only one Second Stage Bid, or

(ii) notify the Bidder that its Bid has been rejected on the grounds of being non-responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Document.

27.2 The deadline for submission of Second Stage Bids will be specified in the Invitation for Second Stage Bids, pursuant to ITB 36.1.

27.3 Bidders are not allowed to form JV (s) with other Bidders, nor change the member or structure of the JV if the Bidder in the First Stage was a JV.

## **E1. Second Stage Bid Preparation**

**28. Documents  
Comprising the  
Second Stage Bid**

28.1 The Second Stage Bid shall comprise the following:

- (a) Letter of Second Stage Bid, in accordance with ITB 29;
- (b) completed schedules in accordance with ITB 29.1 and 30, including completed Price Schedules, completed Schedule of Payment (unless otherwise provided) and completed Schedule of Adjustment Data (if any required in accordance with ITB 30.7);
- (c) Bid Security, in accordance with ITB 33;
- (d) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 34.2 and ITB 34.4;
- (e) the updated First Stage Bid, comprising any modifications required to the First Stage Bid as recorded in the Memorandum entitled **“Changes Required Pursuant to First Stage Evaluation”**;
- (f) documentary evidence regarding any changes that may have occurred between the times of submitting the First Stage Bid and the Second Stage Bids that have any material effect on the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted;
- (g) documentary evidence establishing that any additional or varied Works to be supplied and constructed by the Bidder, in accordance with the requirements of the Memorandum entitled **“Changes Required Pursuant to First Stage Evaluation”**, are technically acceptable.

The documentary evidence of the conformity of the Works to the requirements of the Memorandum entitled **“Changes Required Pursuant to First Stage Evaluation”** may be in the form of literature, drawings and data. The functional guarantees of any additional or varied Works shall be as stated in the applicable form in Section IV, Bidding Forms;

- (h) If, as a result of complying with the Memorandum **“Changes Required Pursuant to First Stage Evaluation”**, the Bidder proposes to engage any subcontractors or manufacturers additional to or different from those named in its First Stage Bid for major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3,

which the Bidder intends to purchase or subcontract, the Bidder shall give details of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items; and

- (i) any other document **required in the BDS**.

**29. Letter of Second Stage Bid and Schedules**

29.1 The Bidder shall complete the Letter of Second Stage Bid and the Schedules, including the Price Schedules, the Schedule of Payment and the Schedule of Adjustment Data (only if required in ITB 30.7), 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.

**30. Bid Prices and Discounts**

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

30.2 The Bidder shall fill in rates and prices for all items of the Works described in the Price Schedule. 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 Price Schedule and will not be paid for separately by the Employer.

30.3 The Bidder shall give a breakdown of the prices in the manner and detail called for in the Price Schedule included in Section IV, Bidding Forms.

30.4 The latest edition (as of the Base Date) of Incoterms, published by the International Chamber of Commerce shall govern.

30.5 The price to be quoted in the Letter of Second Stage Bid, in accordance with ITB 29.1, shall be the total price of the Bid. Absence of the total bid price in the Letter of Second Stage Bid may result in the rejection of the Bid.

30.6 The Bidder shall quote any discounts and the methodology for their application in the Letter of Second Stage Bid, in accordance with ITB 29.1.

30.7 **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 relevant 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.

30.8 **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 Second Stage Bid, discounts applicable to such award. Discounts shall be submitted in accordance with ITB 30.6, provided that the Bids for all lots are opened at the same time.

30.9 **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 Second Stage Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

30.10 The exact amounts of the Provisional Sums and contingency allowance shall be indicated in the completed Price Schedule in the following manner:

- (a) The exact amounts and currencies of the Specified Provisional Sum and contingency allowance, if any, shall be **as specified in the BDS**.
- (b) The amount of the Provisional Sum, if any, for the Daywork shall be derived by the Bidder (by entering rates and/or prices in the Schedule of Daywork Rates in the Price Schedule) and indicated in the Summary of the completed Price Schedule.

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.

### **31. Currencies of Bid and Payment**

31.1 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.

31.2 The Bidder 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.

**32. Period of Validity of Second Stage Bids**

- 32.1 Second Stage Bids shall remain valid for the period **specified in the BDS** after the Second Stage Bid submission deadline date prescribed by the Employer pursuant to ITB 36.1. A Bid that is not valid until the date **specified in the BDS** shall be rejected by the Employer as nonresponsive.
- 32.2 In exceptional circumstances, prior to the expiration of the validity period of the Second Stage Bid, the Employer may request the Bidders to extend the period of validity of their Second Stage 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 32.3.
- 32.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract Price shall be 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.

**33. Bid Security**

- 33.1 The Bidder shall furnish as part of its Second Stage Bid, a Bid Security in the amount and currency **specified in the BDS**.
- 33.2 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 financing 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 Second Stage Bid, or beyond any period of extension if requested under ITB 32.2.

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

33.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing of the Contract and furnishing of the Performance Security pursuant to ITB 54.

33.5 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.

33.6 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 Second Stage 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 53; or

(ii) furnish a Performance Security in accordance with ITB 54.

33.7 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 Second Stage 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.

#### **34. Format and Signing of Second Stage Bid**

34.1 The Bidder shall prepare one original of the Second Stage Bid comprising the documents as described in ITB 28 and clearly mark it "SECOND STAGE BID - ORIGINAL".

In addition, the Bidder shall submit copies of the Second Stage Bid, in the number **specified in the BDS** and clearly

mark each of them "SECOND STAGE BID - COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 34.2 The original of the Second Stage 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 Second Stage Bid. All pages of the Second Stage Bid where entries or amendments have been made shall be signed or initialed by the person signing the Second Stage Bid.
- 34.3 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.
- 34.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Second Stage Bid.
- 34.5 The Bidder 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.

## **E2. Second Stage Bids: Submission and Opening**

### **35. Sealing and Marking of Second Stage Bids**

- 35.1 The Bidder shall enclose:
- (a) in a sealed envelope, duly marked as "SECOND STAGE BID - ORIGINAL" all documents comprising the Second Stage Bid, as described in ITB 28.1; and
  - (b) in sealed envelopes, duly marked as "SECOND STAGE BID - COPY", all required copies of the Second Stage Bid, sequentially numbered

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

- 35.2 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 36.1;
  - (c) clearly marked with the specific identification of this bidding process **specified in BDS 1.1**; and
  - (d) clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE OPENING OF THE SECOND STAGE BID” in accordance with ITB 39.1.
- 35.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Second Stage Bid.
- 36. Deadline for Submission of Second Stage Bids**
- 36.1 Second Stage Bids must be received by the Employer at the address and no later than the date and time specified in the Letter of Invitation for Second Stage Bids.
- 36.2 The Employer may, at its discretion, extend the deadline for the submission of Second Stage 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.
- 37. Late Bids**
- 37.1 The Employer shall not consider any Second Stage Bid that arrives after the deadline for submission of Second Stage Bids, in accordance with ITB 36. Any Bid received by the Employer after the deadline for submission of Second Stage Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 38. Withdrawal, Substitution, and Modification of Second Stage Bids**
- 38.1 A Bidder may withdraw, substitute, or modify its Second Stage Bid after it has been submitted by and prior to the deadline for submission of Second Stage Bids, sending a written notice, duly signed by an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB 34.2 and ITB 34.3. The corresponding substitution or modification of the Second Stage Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 34 and ITB 35 (except that withdrawals notices do not require copies), and in addition, the respective outer envelopes shall be clearly marked “SECOND STAGE BID - WITHDRAWAL”, “SECOND STAGE BID - SUBSTITUTION”, “SECOND STAGE BID - MODIFICATION”; and

(b) received by the Employer prior to the deadline prescribed for submission of Second Stage Bids, in accordance with ITB 36.

38.2 Bids requested to be withdrawn in accordance with ITB 38.1 shall be returned unopened to the Bidders.

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

### **39. Second Stage Bid Opening**

39.1 Except in the cases specified in ITB 37 and ITB 38, the Employer shall publicly open and read out in accordance with ITB 39.5 all Second Stage Bids received by the deadline, at the date, time and place specified in the Letter of Invitation for Second Stage Bids, in the presence of the Bidders' designated representatives and anyone who choose to attend.

39.2 First, envelopes marked "SECOND STAGE BID - 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 Second Stage Bids.

39.3 Second, outer envelopes marked "SECOND STAGE BID - SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Second Stage Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Second Stage Bid, if any, shall be opened and read out. No envelope 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 the Second Stage Bids.

39.4 Next, outer envelopes marked "SECOND STAGE BID - MODIFICATION" shall be opened. No Second Stage 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 Second Stage Bids. Only the Second Stage Bids, both Original as well as Modification, are to be opened and read out at the opening.

39.5 Next, all other envelopes holding the Second Stage 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) the total Bid Price including any discount, 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) the presence or absence of the Bid Security; and
- (e) any other details as the Employer may consider appropriate.

Only Bids and Bid discounts read out and recorded at Second Stage Bid opening shall be considered for evaluation.

The Employer shall neither discuss the merit of any Bid nor reject any Bid at Second Stage Bid opening except for late Bids, in accordance with ITB 37.1.

39.6 The Employer shall prepare a record of the opening of Second Stage Bids 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 discount, 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; 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 Second Stage Bids in time, and to JICA.

### **E3. Second Stage Bids: Evaluation and Comparison**

#### **40. Clarification of Second Stage Bids**

40.1 To assist in the examination, evaluation, and comparison of the Second Stage 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 price or substance of the Second Stage 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 46.

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

**41. Deviations,  
Reservations, and  
Omissions**

41.1 During the evaluation of Second Stage 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.

**42. Preliminary  
Examination of  
Second Stage Bids**

42.1 The Employer shall examine Second Stage Bids to confirm that all documents and information requested in ITB 28.1 have been provided, and to determine the completeness of each document submitted.

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

- (a) Letter of Second Stage Bid;
- (b) Power of Attorney to commit the Bidder;
- (c) Bid Security;
- (d) the updated First Stage Bid; and
- (e) Price Schedules.

- 43. Qualification of the Bidders**
- 43.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid still meets the qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 43.2 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, in which event the Employer shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's qualifications to perform Contract satisfactorily.
- 43.3 The subcontractors proposed by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.
- 44. Determination of Responsiveness of Second Stage Bids**
- 44.1 The Employer's determination of a Second Stage Bid's responsiveness is to be based on the contents of the Second Stage Bid itself, as defined in ITB 28.1.
- 44.2 For purposes of this determination, a substantially responsive Second Stage Bid is one that meets the requirements of the Bidding Document and has properly incorporated all modifications listed in the Memorandum entitled "**Changes Required Pursuant to First Stage Evaluation**", 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 Second Stage Bids.
- 44.3 The Employer shall carry out a technical evaluation of the Second Stage Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects concerning the modifications to the technically acceptable Bid detailed in the Memorandum entitled "**Changes Required Pursuant to First Stage**

**Evaluation**", pursuant to ITB 26.5, have been properly addressed and are substantially responsive to the requirements set forth in the Bidding Document.

44.4 The capabilities of additional or different manufacturers or subcontractor proposed in its Bid in compliance with the Memorandum "**Change Required Pursuant to First Stage Evaluation**" will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria 1.1.3. Should any such additional or different manufacturers or subcontractor determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to issuing the Letter of Acceptance, the corresponding Schedule to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

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

**45. Nonmaterial  
Nonconformities**

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

45.2 Provided that a Second Stage 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 Second Stage Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Second Stage Bid. Failure of the Bidder to comply with the request may result in the rejection of its Second Stage Bid.

45.3 Provided that a Second Stage 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 by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or components cannot be derived from the

price of other substantially responsive Bidder, the Employer shall use its best estimate.

**46. Correction of  
Arithmetical  
Errors**

46.1 Provided that the Second Stage Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the total of the amounts given under the column for the price breakdown shall prevail and the amount given under the Total Price will be corrected;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 6 and the amount given in the Grand Summary, the total of the amounts of Schedule Nos. 1 to 6 shall prevail and the amount given in the Grand Summary will 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.

46.2 The Bidder shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 46.1, shall result in the rejection of the Bid.

**47. Conversion to  
Single Currency**

47.1 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 46, 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**.

**48. Financial  
Evaluation of  
Second Stage Bids**

48.1 To evaluate a Second Stage 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 Price Schedule, but including the Provisional Sum for Daywork when priced competitively;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 46.1;
- (c) price adjustment due to discounts offered in accordance with ITB 30.6;
- (d) the additional evaluation factors indicated in Section III, Evaluation and Qualification Criteria;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 45.3; and
- (f) converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITB 47.1.

The price for the Recommended Spare Parts if any, stated in the Price Schedule shall not be subject to evaluation.

48.2 If price adjustment is allowed in accordance with ITB 30.7, 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.

48.3 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.

#### **49. Comparison of Bids**

49.1 The Employer shall compare the evaluated prices of all substantially responsive Second Stage Bids in accordance with ITB 48.1 to determine the lowest evaluated Bid.

49.2 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 Price Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

49.3 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 purpose of this ITB 49.3, 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.

**50. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids**

50.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

**51. Award Criteria**

51.1 Subject to ITB 50.1, 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.

**52. Notification of Award**

52.1 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”).

52.2 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.

52.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**53. Signing of Contract**

53.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

53.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**54. Performance Security**

54.1 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 49.2, 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.

54.2 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.

**55. Notification to Unsuccessful Bidders and Debriefing**

55.1 As promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 54, the Employer shall notify all unsuccessful Bidders of the results of the bidding.

55.2 After receipt of the Employer's notification pursuant to ITB 55.1 above, unsuccessful Bidders (including those rejected on the grounds of their First Stage Bid not being substantially responsive) may request in writing to the Employer a debriefing seeking an explanation on 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 clauses.

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

<b>A. General</b>									
<b>ITB 1.1</b>	<p>The number of the Invitation for Bids is: <i>[insert Invitation for Bid number]</i></p> <p>The Employer is: <i>[insert name of Employer]</i>, located in <i>[insert name of country of Employer/ Borrower]</i>.</p> <p>The Project is: <i>[insert name of Project]</i></p> <p>The name of the Contract is: <i>[insert name of Contract]</i></p> <p>The multiple lots of the Project for which the Bids are being invited are: <i>[If the Bids are being invited for multiple lots of the Project, insert “as indicated in the Table below”, and list out the relevant lot numbers and contract names in the table. Otherwise delete the table entirety and insert “not applicable”.]</i></p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot Number</th> <th style="text-align: center;">Contract Name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>[insert lot number]</i></td> <td style="text-align: center;"><i>[insert contract name]</i></td> </tr> <tr> <td style="text-align: center;"><i>[insert lot number]</i></td> <td style="text-align: center;"><i>[insert contract name]</i></td> </tr> <tr> <td style="text-align: center;"><i>[insert lot number]</i></td> <td style="text-align: center;"><i>[insert contract name]</i></td> </tr> </tbody> </table>	Lot Number	Contract Name	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>
Lot Number	Contract Name								
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<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<b>ITB 2.1</b>	<p>The Borrower is: <i>[insert name of Borrower]</i></p> <p>The number of the JICA Loan Agreement is: <i>[insert JICA Loan Agreement number]</i></p> <p>The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i></p> <p>The signed date of the Loan Agreement is: <i>[insert signed date of the Loan Agreement]</i></p>								
<b>ITB 2.2</b>	<p>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in <i>[insert one of the following: October 2023, April 2012, March 2009, or October 1999]</i>.</p>								
<b>ITB 2.3</b>	<p>The other sources of finance are: <i>[insert other sources of finance]</i></p>								
<b>ITB 3.1(b)</b>	<p>The list of ineligible firms and individuals is available at the JICA’s website: <a href="http://www.jica.go.jp/english/about/organization/corp_gov/index.html">www.jica.go.jp/english/about/organization/corp_gov/index.html</a></p>								
<b>ITB 3.1(c)</b>	<p>The list of debarred firms and individuals is available at the World Bank’s website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>								
<b>ITB 4.5</b>	<p>This bidding <i>[select “is” or “is not”, as appropriate]</i> subject to prequalification.</p>								
<b>B. Contents of Bidding Document</b>									
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer’s address is: Attention: <i>[insert full name of person, if applicable]</i></p>								

	<p>Mailing Address: <i>[insert mailing address]</i></p> <p>Email: <i>[insert email address(es), if applicable]</i></p> <p>Responses to any request for clarification, if any, <i>[select “will” or “will not”, as appropriate]</i> be published on the Employer’s web page indicated below.</p> <p>Web Page: <i>[insert the Employer’s web page if responses to requests for clarifications will be published on the Employer’s web page. Otherwise insert “N/A”.]</i></p>
<b>ITB 7.4</b>	<p>A pre-bid meeting <i>[insert “will” or “will not”, as appropriate]</i> take place at the following date, time and place:</p> <p><i>[If a pre-bid meeting will take place, insert the date, time and place information in the spaces provided below. Otherwise insert “N/A” in the spaces provided below for the date, time and place.]</i></p> <p>Date : _____</p> <p>Time : _____</p> <p>Place : _____</p> <p>A site visit at the time of the pre-bid meeting conducted by the Employer <i>[Insert “will be” or “will not be”, as appropriate]</i> organized.</p>
<b>ITB 8.2</b>	Addenda, if any, <i>[select “will” or “will not”, as appropriate]</i> be published on the Employer’s web page.
<b>ITB 10.1</b>	The language of the Bid is: <i>[insert one of the following: Japanese, English, Spanish or French.]</i>
<b>C1. First Stage Bids: Preparation</b>	
<b>ITB 11.1(j)</b>	<p>The Bidder shall submit the following additional documents in its First Stage Bid:</p> <p><i>[List any additional document not already listed in ITB 11.1 that must be submitted with the First Stage Bid. If there is no additional document, state “none”.]</i></p>
<b>ITB 14.2(b)</b>	The period after the taking-over of the Works by the Employer, for the Bidder to propose spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts, if required), special tools, etc: <i>[insert number of years as appropriate, normally two (2) years.]</i>

<b>ITB 14.3</b>	<p>At this time the Employer [<i>insert “intends” or “does not intend”, as appropriate</i>] to execute certain specific parts of the Works by subcontractors (i.e.: nominated Subcontractors) selected in advance.</p> <p>[<i>If the Employer intends to employ nominated Subcontractors, include the following paragraph, listing the nominated Subcontractors in the table. Otherwise delete it in its entirety</i>]</p> <p>The specific parts of the Works and the nominated Subcontractors to be employed for each part are as indicated below:</p> <table border="1" data-bbox="431 548 1378 810"> <thead> <tr> <th data-bbox="431 548 906 590">Part of the Works</th> <th data-bbox="906 548 1378 590">Nominated Subcontractor</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 590 906 659">[<i>insert specific part</i>]</td> <td data-bbox="906 590 1378 659">[<i>insert name of nominated Subcontractor</i>]</td> </tr> <tr> <td data-bbox="431 659 906 730">[<i>insert specific part</i>]</td> <td data-bbox="906 659 1378 730">[<i>insert name of nominated Subcontractor</i>]</td> </tr> <tr> <td data-bbox="431 730 906 810">[<i>insert specific part</i>]</td> <td data-bbox="906 730 1378 810">[<i>insert name of nominated Subcontractor</i>]</td> </tr> </tbody> </table>	Part of the Works	Nominated Subcontractor	[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]	[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]	[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]
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[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]								
[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]								
[ <i>insert specific part</i> ]	[ <i>insert name of nominated Subcontractor</i> ]								
<b>ITB 16.1</b>	<p>In addition to the original of the First Stage Bid, the number of copies is: [<i>insert number of copies.</i>]</p>								
<b>C2. First Stage Bids: Submission and Opening</b>									
<b>ITB 18.1</b>	<p>For <b>First Stage Bid submission purposes</b> only, the Employer’s address is:          Attention: [<i>insert full name of person, if applicable</i>]          Mailing Address: [<i>insert mailing address</i>]</p> <p><b>The deadline for First Stage Bid submission is:</b>          Date: [<i>insert day, month, and year, e.g., 15 June, 2018</i>]          Time: [<i>insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.</i>]</p>								
<b>ITB 21.1</b>	<p>The First Stage Bid opening shall take place at:</p> <p>Mailing Address: [<i>insert mailing address</i>]          Date: [<i>insert day, month, and year, e.g., 15 June, 2018</i>]          Time: [<i>insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.</i>]          [<i>The date should be the same as those given for the deadline for submission of Bids (ITB 18).</i>]</p>								
<b>E1. Second Stage Bid Preparation</b>									
<b>ITB 28.1(i)</b>	<p>The Bidder shall submit the following additional documents with its Second Stage Bid:</p> <p>[<i>List any additional document not already listed in ITB 28.1 that must be submitted with the Second Stage Bid. If there is no additional document to be submitted, state “none”.</i>]</p>								
<b>ITB 30.7</b>	<p>The prices quoted by the Bidder shall: [<i>insert “be adjustable” or “not to be</i></p>								

	<p><i>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.]</i></p> <p><i>[Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.]</i></p>															
<p><b>ITB 30.9</b></p>	<p><i>[This ITB 30.9 shall be consistent with Sub-Clauses 1.16 of the Conditions of Contract.]</i></p> <p>In accordance with Sub-Clause 14.1 of the 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.</p> <p><i>[The Employer shall choose (a) and/or (b) of the following paragraph, as applicable and complete subparagraphs, indicating clearly that 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.]</i></p> <p>In addition to the above:</p> <p>(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:</p> <p>(i) “No Pay” category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.</p> <p>(ii) “Pay &amp; Reimburse” category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that the Contractor 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.</p> <table border="1" data-bbox="488 1524 1386 1822"> <thead> <tr> <th>No.</th> <th>Duty/ Tax/ Levy</th> <th>Exemption Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><i>[Insert duty/ tax/ levy]</i></td> <td><i>[Indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td>2</td> <td><i>[Insert duty/ tax/ levy]</i></td> <td><i>[Indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td>3</td> <td><i>[Insert duty/ tax/ levy]</i></td> <td><i>[Indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td>etc.</td> <td></td> <td></td> </tr> </tbody> </table>	No.	Duty/ Tax/ Levy	Exemption Category	1	<i>[Insert duty/ tax/ levy]</i>	<i>[Indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	2	<i>[Insert duty/ tax/ levy]</i>	<i>[Indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	3	<i>[Insert duty/ tax/ levy]</i>	<i>[Indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	etc.		
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etc.																

	<p>(b) duties, taxes and other levies listed below shall be paid by the Employer on behalf of the Contractor:  <i>[Insert list of duties, taxes and levies]</i></p>																										
<p><b>ITB 30.10</b></p>	<p><i>[There are the Specified Provisional Sums and contingency allowance.]</i>                  The Amounts and Currencies of the Specified Provisional Sums shall be as follows:  <i>[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 Price Schedule.]</i></p> <table border="1" data-bbox="431 653 1382 919"> <thead> <tr> <th rowspan="2">Item No.</th> <th rowspan="2">Description</th> <th colspan="2">Amount</th> </tr> <tr> <th>Local</th> <th>Foreign</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>etc.</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total - Specified Provisional Sums</td> <td></td> <td></td> </tr> </tbody> </table> <p><i>[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 Schedules plus Provisional Sums, to be derived by the Bidder in its Second Stage 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.</i></p> <p><i>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.</i></p> <p><i>So as to make Item (E) (i.e.: Add contingency allowance) of the Grand Summary of the Price Schedule 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.]</i></p> <p>Contingency allowance shall be as follows:  <i>[choose one of the following options, as applicable and delete the other.]</i></p> <p><i>[Option A]</i>  <i>[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</i></p>	Item No.	Description	Amount		Local	Foreign	1				2				3				etc.				Total - Specified Provisional Sums			
Item No.	Description			Amount																							
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	<p>Bidder.</p> <p>[Option B] [insert the applicable fixed amount in the applicable currency or currencies]</p> <p>[If there are no amount allocated in Specified Provisional Sums or contingency allowance in the Price Schedule, delete all above and state “This BDS 30.10 is not applicable.”.]</p>
<p><b>ITB 31.1</b></p>	<p>The currency(ies) of the Bid shall be as described below:</p> <p>(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</p> <p>(b) the inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency”), shall be quoted in:</p> <p>(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p>(ii) [Other international trading currency or currencies, if any] to [Insert number of decimal places] decimal place(s).</p>
<p><b>ITB 32.1</b></p>	<p>The Second Stage Bid validity period shall be [Insert a number of days required for evaluation, approval and award plus contingency] days.</p> <p>[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.]</p>
<p><b>ITB 32.3(a)</b></p>	<p>[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 32.3(a) is not applicable.”.]</p> <p>The local and foreign currency portions of the Contract price shall be adjusted by using the following formula:</p> $BP_A = BP_0 \left( 1 + \frac{DP \times AF}{365} \right)$ <p>Where:</p> <p>“BP<sub>A</sub>” is the local (or foreign) portion of Bid Price as adjusted for the delay in award of the Contract.</p> <p>“BP<sub>O</sub>” is the local (or foreign) portion of Bid Price as stated in the Letter of Bid.</p> <p>“DP” is the period of delay, calculated as a number of days between the</p>

	<p>award date and the date, fifty-six (56) days after the expiry date of the initial bid validity period</p> <p>“AF” is:</p> <p>(a) in the case of local currency, the average annual consumer inflation of the Employer’s country, calculated from the data officially released by the relevant authority of the Employer’s country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date.</p> <p>(b) in the case of foreign currency, the average annual consumer inflation of the country of the foreign currency, calculated from the data officially released by the relevant authority of that country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date.</p>
<b>ITB 33.1</b>	The amount and currency of the Bid Security shall be <i>[insert amount and currency of the Bid Security. The amount should be between 1.5% to 2.5% of the estimated contract value.]</i>
<b>ITB 33.2(d)</b>	Other types of acceptable securities: <i>[insert names of other acceptable securities. Insert “none” if no other forms of bid securities besides those listed in ITB 33.2 (a) through (c) are acceptable.]</i>
<b>ITB 34.1</b>	In addition to the original of the Second Stage Bid, the number of copies is: <i>[insert number of copies]</i> .
<b>E3. Second Stage Bids: Evaluation and Comparison</b>	
<b>ITB 47.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: <i>[insert Japanese Yen or another single currency]</i></p> <p>The source of exchange rate shall be: <i>[insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s country).]</i></p> <p>The date for the exchange rate shall be: <i>[insert day, month and year, e.g. 15 June 2018, the date not earlier than thirty (30) days prior to, nor later than, the date of Bid opening specified in ITB 39.1.]</i></p>



## **Option B: 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.

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)**

### **First Stage Bids**

#### **1. Evaluation**

##### **1.1 Evaluation of Technical Bid**

The evaluation of the First Stage Bids consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 24. 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 First Stage Bid in accordance with ITB 25. The evaluation criteria for the purpose of this determination have been described hereinunder.

Determination of the substantial responsiveness of the First Stage 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, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements.
- (ii) conformity of the Works with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Works in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel in execution of the Works.
- (vii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff.
- (viii) 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, mainly the compliance with the Time for Completion, as evidenced by a design and construction schedule provided in the Technical Proposal.
- (ix) execution of the Works fully in accordance with all Contract requirements

including but not limited to work methods, material sourcing, etc.

- (x) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.
- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 below, if applied.

The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified performance guarantees, may be rejected in accordance with ITB 25.1.

### 1.1.1 Personnel

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

No.	Position	Minimum Number of Years	
		Similar Positions	Total Work Experience
1			
2			
3			
4			
5			
...			
<p><i>Notes for the Employer</i></p> <p>(a) <i>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), Design Manager(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.</i></p> <p>(b) <i>One of the key positions shall be a Health and Safety Manager.</i></p> <p>(c) <i>Insert requirements for award of multiple lots, if applicable.</i></p>			

Alternative candidates for key positions shall not be evaluated.

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

### 1.1.2 Construction Equipment

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

No.	Equipment Type and Required Performance Characteristics	Minimum Requirement (Number of Units)
1		
2		
3		
4		
5		
<p><i>Notes for the Employer:</i></p> <p>(a) <i>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.</i></p> <p>(b) <i>Insert requirements for award of multiple lots, if applicable.</i></p>		

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

### 1.1.3 Subcontractor for major item of the Works

Subcontractors/manufactures for the following major item of the Works must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement may result in rejection of the Subcontractor but not the Bidder.

Item No.	Description of Item	Minimum Criteria to be met	Submission Requirements
1			
2			
3			
4			
5			
<p><i>Notes for the Employer:</i></p> <p>(a) <i>The items listed shall be limited to items of paramount importance of which the Employer wishes to confirm adequacy and suitability of the proposed Subcontractors at the bidding stage.</i></p> <p>(b) <i>List the submission requirement not already listed in Form ELI-3 that must be submitted with the Bid so as to prove compliance with the requirements. If there is no additional documents to be submitted, state "none".</i></p>			

In the case of a Bidder who offers to supply and install major items of the Works under the contract, which the Bidder does not manufacture or otherwise produce, the Bidder shall provide the Manufacturer’s authorization, using the form provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer’s country.

**1.1.4 Other Evaluation Criteria**

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

.....  
.....

## 2. Qualification

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

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as specialized 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 47.1** 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.

## Second Stage Bids

### 1. Evaluation

#### 1.1 Technical Evaluation

The evaluation of the Second Stage Bids consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 43. 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 Second Stage Bid in accordance with ITB 44. The evaluation criteria for the purpose of this determination have been described hereinunder.

Determination of the substantial responsiveness of the Second Stage 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, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements and Memorandum entitled "Change Required Pursuant to First Stage Evaluation".
- (ii) conformity of the Works with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Works in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel in execution of the Works.
- (vii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff.
- (viii) 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, mainly the compliance with the Time for Completion, as evidenced by a design and construction schedule provided in the Technical Proposal.
- (ix) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (x) carrying out all operations for the execution of the Works safely and in an

environmental friendly manner.

- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 in the First Stage Bid, if applied.

The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified functional guarantees, will be rejected.

## 1.2 Financial Evaluation

In addition to the criteria listed in ITB 48.1 (a) – (c), (e) and (f), the following criteria shall apply.

### 1.2.1 Other Evaluation Criteria (ITB 48.1(d))

The following factors and methods will apply under ITB 48.1 (d):

#### (a) Operating and Maintenance Costs

*[If Operating and Maintenance Costs will be subject to evaluation, then insert the following. Otherwise delete all below and state "N/A".]*

Since the operating and maintenance costs of the Works being procured form a major part of the life cycle cost of the Works, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedules as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

The operating and maintenance costs factors for calculation of the life cycle cost are:

- (i) number of years for life cycle [*insert life cycle period in years. The period should not exceed the period before a major overhaul of the Works becomes necessary.*];
- (ii) operating costs [*insert fuel and/or other input, unit cost for annual and total operational requirements.*];
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation; and
- (iv) a rate of [*insert rate in words and figures*] percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

#### (b) Performance Guarantees of the Works

The norms and the minimum/ maximum acceptable levels stated in the Employer's Requirements for functional guarantees are:

*[insert the requirements stated in the Employer’s Requirements]*

Required Performance Guarantee	Requirement	
	Norm	Minimum/Maximum Acceptable Level
1.		
2.		
3.		
...		

For the purposes of evaluation: the following shall apply:

If the value(s) of the performance guarantee(s) of the proposed Works, as provided by the Bidder in Schedule of Guarantees:

- (i) meet(s) the Norm specified in the table above, there shall no adjustment to the Bid Price.
- (ii) is/ are within the range between the Norm and the Minimum/ Maximum Acceptable Level in the table above, for each percentage point that the value of the performance guarantee is deviated from the Norm, the Bid Price shall be adjusted using the methodology stated below:

*[state methodology for calculation of adjustment]*

- (iii) is/are not within the Minimum/ Maximum Acceptable Level in the table above, the Bid shall be rejected.

**(c) Specific Additional Evaluation Criteria**

The following additional evaluation criteria will be used in the evaluation: *[if applicable, insert additional evaluation criteria. Otherwise state “N/A”.]*

.....  
 .....

**1.2.2 Award Criteria for Multiple Lots (ITB 48.3)**

*[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.”]*



## **Option B: 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.

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)**

### **First Stage Bids**

#### **1. Evaluation**

##### **1.1 Evaluation of Technical Bid**

The evaluation of the First Stage Bids consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 24. 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 First Stage Bid in accordance with ITB 25. The evaluation criteria for the purpose of this determination have been described hereinunder.

Determination of the substantial responsiveness of the First Stage 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, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements.
- (ii) conformity of the Works with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Works in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel in execution of the Works.
- (vii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff.
- (viii) 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, mainly the compliance with the Time for Completion, as evidenced by a design and construction schedule provided in the Technical Proposal.
- (ix) execution of the Works fully in accordance with all Contract requirements

including but not limited to work methods, material sourcing, etc.

- (x) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.
- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 below, if applied.

The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified performance guarantees, may be rejected in accordance with ITB 25.1.

### 1.1.1 Personnel

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

No.	Position	Minimum Number of Years	
		Similar Positions	Total Work Experience
1			
2			
3			
4			
5			
...			
<p><i>Notes for the Employer:</i></p> <p>(a) <i>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), Design Manager(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.</i></p> <p>(b) <i>One of the key positions shall be a Health and Safety Manager.</i></p> <p>(c) <i>Insert requirements in case of bidding for multiple lots, if applicable.</i></p>			

Alternative candidates for key positions shall not be evaluated.

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

### 1.1.2 Construction Equipment

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

No.	Equipment Type and Required Performance Characteristics	Minimum Requirement (Number of Units)
1		
2		
3		
4		
5		
<p><i>Notes for the Employer:</i></p> <p>(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.</p> <p>(b) Insert requirements for award of multiple lots, if applicable.</p>		

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

### 1.1.3 Subcontractor for major item of the Works

Subcontractors/manufactures for the following major item of the Works must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement may result in rejection of the Subcontractor but not the Bidder.

Item No.	Description of Item	Minimum Criteria to be met	Submission Requirements
1			
2			
3			
4			
5			
<p><i>Notes for the Employer:</i></p> <p>(a) The items listed shall be limited to items of paramount importance of which the Employer wishes to confirm adequacy and suitability of the proposed Subcontractors at the bidding stage.</p> <p>(b) List the submission requirement not already listed in Form ELI-3 that must be submitted with the Bid so as to prove compliance with the requirements. If there is no additional documents to be submitted, state "none".</p>			

In the case of a Bidder who offers to supply and install major items of the Works under the contract, which the Bidder does not manufacture or otherwise produce, the Bidder shall

provide the Manufacturer’s authorization, using the form provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer’s country.

**1.1.4 Other Evaluation Criteria**

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

.....  
.....

## 2. Qualification

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

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as specialized 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 47.1** 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 requirements, or any other reasonable requirements set forth by the Employer, for respective lots as specified under Sub-Factors 2.3.2, 2.3.3, 2.4.2(a) and 2.4.2(b)below."*]

## 2.1 Eligibility

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI -1 and 2 <sup>(i)</sup> with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of First Stage Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of First Stage Bid Form ACK
<p><u>Notes for the Bidders</u></p> <p>(i) ELI -2 is required only if the Bidder is a JV.</p> <p>(ii) This requirement also applies to subcontractors if proposed by the Bidder under 1.1.3 above and 2.4.2(b) below.</p>							

## 2.2 Historical Contract Non-Performance and Litigation

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

### Notes for the Bidders

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

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

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have

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

## 2.3 Financial Situation and Capabilities

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

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

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

## 2.4 Experience

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p><i>physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by subcontractors, if permitted, in accordance with ITB 14.3]</i></p> <p><i>[insert requirements for award of multiple lots, if applicable.]<sup>(vii)</sup></i></p>					
		<p>(b) For the above or other contracts completed and under implementation as prime contractor<sup>(i)</sup> (single entity or JV member) or subcontractor<sup>(vi)</sup> between 1<sup>st</sup> January <i>[insert year]</i><sup>4</sup> and Bid submission deadline, a minimum experience in the following key activities successfully completed<sup>(iii)</sup> <i>[list activities indicating number, output, capacity or performance levels as applicable<sup>5</sup>.]</i></p> <p><i>[insert requirements for award of multiple lots, if applicable.]<sup>(vii)</sup></i></p>	<p>Must meet requirement</p> <p>Following activities can be met through a specialized subcontractor:</p> <p><i>[specify activities, which may be met through a specialized subcontractor; if there is no such requirement,</i></p>	<p>Must meet requirement<sup>(v)</sup></p> <p>Following activities can be met through a specialized subcontractor:</p> <p><i>[specify activities, which may be met through a specialized subcontractor; if there is no such requirement,</i></p>	N/A	<p>Must meet requirement</p> <p>Following requirements shall be met by one member:</p> <p><i>[specify activities which shall be met by one member. If there is no such requirement, state: "N/A"]</i></p>	<p>Form EXP –2(b) with attachment</p> <p>Form ELI –3</p> <p>Form MAN</p> <p>Schedule of Subcontractors</p>

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<i>in the case of civil works.</i>							

## Second Stage Bids

### 1 Evaluation

#### 1.1 Technical Evaluation

The evaluation of the Second Stage Bids consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 43. 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 Second Stage Bid in accordance with ITB44. The evaluation criteria for the purpose of this determination have been described hereinunder.

Determination of the substantial responsiveness of the Second Stage 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, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements and Memorandum entitled "Change Required Pursuant to First Stage Evaluation".
- (ii) conformity of the Works with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Works in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel in execution of the Works.
- (vii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff.
- (viii) 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, mainly the compliance with the Time for Completion, as evidenced by a design and construction schedule provided in the Technical Proposal.
- (ix) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (x) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.

- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 in First Stage Evaluation, if applied.

The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified functional guarantees, will be rejected.

## 1.2 Financial Evaluation

In addition to the criteria listed in ITB 48.1 (a) – (c), (e) and (f), the following criteria shall apply:

### 1.2.1 Other Evaluation Criteria (ITB 48.1(d))

The following factors and methods will apply under ITB 48.1 (d):

#### (a) Operating and Maintenance Costs

*[If Operating and Maintenance Costs will be subject to evaluation, insert the following. Otherwise delete all below and state "N/A".]*

Since the operating and maintenance costs of the Works being procured form a major part of the life cycle cost of the Works, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedules as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

The operating and maintenance costs factors for calculation of the life cycle cost are:

- (i) number of years for life cycle [*insert life cycle period in years. The period should not exceed the period before a major overhaul of the Works becomes necessary.*]
- (ii) operating costs [*insert fuel and/or other input, unit cost for annual and total operational requirements.*]
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation, and
- (iv) a rate of [*insert rate in words and figures*] percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**(b) Performance Guarantees of the Works**

The norms and the minimum/ maximum acceptable levels stated in the Employer's Requirements for functional guarantees are:

*[insert the requirements stated in the Employer's Requirements]*

Required Performance Guarantee	Requirement	
	Norm	Minimum/Maximum Acceptable Level
1.		
2.		
3.		
...		

For the purposes of evaluation: the following shall apply:

If the value(s) of the performance guarantee(s) of the proposed Works, as provided by the Bidder in Schedule of Guarantees:

- (i) meet(s) the Norm specified in the table above, there shall no adjustment to the Bid Price.
- (ii) is/ are within the range between the Norm and the Minimum/ Maximum Acceptable Level in the table above, for each percentage point that the value of the performance guarantee is deviated from the Norm, the Bid Price shall be adjusted using the methodology stated below:

*[state methodology for calculation of adjustment]*

- (iii) is/are not within the Minimum/ Maximum Acceptable Level in the table above, the Bid shall be rejected.

**(c) Specific Additional Evaluation Criteria**

The following additional evaluation criteria will be used in the evaluation: *[if applicable, insert additional evaluation criteria. Otherwise state "N/A".]*

.....  
 .....

**1.2.2 Award Criteria for Multiple Lots (ITB 48.3)**

*[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.”]*



## 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 Letter of Bid (the Letter of Technical Bid, the Letter of Price Bid for Single-Stage Two-Envelope Bidding, the Letter of First Stage Bid and the Letter of Second Stage Bid for Two-Stage One-Envelope Bidding), the Bid Security, the Price Schedules, 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) Price Schedules
- (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) Schedule of Payment
- (d) Technical Proposal (except the Schedule of Subcontractors, the Forms PER -1: Proposed Personnel, PER-2: Resume of Proposed Personnel and EQU: Construction Equipment).
- (e) Form CON: Historical Contract Non-Performance and Litigation (relevant year in accordance with Prequalification criteria or Section III, Evaluation and Qualification Criteria, as appropriate).
- (f) Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

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

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

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



## Section IV. Bidding Forms

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 Technical and Price Bids (in the case of Single-Stage Two-Envelope Bidding) or its First Stage and Second Stage Bids (in the case of Two-Stage One-Envelope Bidding) as indicated in the table below:

<b>The Bid Submitted by Bidder</b>	
<b>Single-Stage Two-Envelope Bidding</b>	<b>Two-Stage One-Envelope Bidding</b>
<p><b><u>Technical Bid</u></b></p> <p>(a) <b>Letter of Technical Bid</b>, in accordance with ITB 12.1.</p> <p>(b) <b>Bid Security</b>, in accordance with ITB 19.</p> <p>(c) Power of Attorney, authorizing the signatory of the Bids to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3.</p> <p>(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.</p> <p>(e) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted.</p> <ol style="list-style-type: none"> <li>i. <b>Form ELI -1: Bidder Information Form.</b></li> <li>ii. <b>Form ELI -2: JV Member Information Form.</b></li> <li>iii. <b>Form ELI -3: Subcontractor Information Form.</b></li> <li>iv. <b>Form CON: Historical Contract Non-Performance and Litigation.</b></li> <li>v. <b>Form FIN -1: Financial Situation.</b></li> <li>vi. <b>Form FIN -2: Average Annual Turnover.</b></li> <li>vii. <b>Form FIN -3: Financial Resources.</b></li> <li>viii. <b>Form FIN -4: Current Contract Commitments.</b></li> <li>ix. <b>Form EXP -1: General Experience*.</b></li> </ol>	<p><b><u>First Stage Bid</u></b></p> <p>(a) <b>Letter of First Stage Bid</b>, in accordance with ITB 12.1.</p> <p>(b) Power of Attorney, authorizing the signatory of the Bids to commit the Bidder, in accordance with ITB 16.2 and ITB 16.3.</p> <p>(c) 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.</p> <p>(d) Documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted.</p> <ol style="list-style-type: none"> <li>i. <b>Form ELI -1: Bidder Information Form.</b></li> <li>ii. <b>Form ELI -2: JV Member Information Form.</b></li> <li>iii. <b>Form ELI -3: Subcontractor Information Form.</b></li> <li>iv. <b>Form CON: Historical Contract Non-Performance and Litigation.</b></li> <li>v. <b>Form FIN -1: Financial Situation.</b></li> <li>vi. <b>Form FIN -2: Average Annual Turnover.</b></li> <li>vii. <b>Form FIN -3: Financial Resources.</b></li> <li>viii. <b>Form FIN -4: Current Contract Commitments.</b></li> <li>ix. <b>Form EXP -1: General Experience*.</b></li> </ol>

Single-Stage Two-Envelope Bidding	Two-Stage One-Envelope Bidding
<p>x. <b>Form EXP -2(a): Specific Experience*.</b></p> <p>xi. <b>Form EXP -2(b): Experience in Key Activities*.</b></p> <p>(f) Documentary evidence in accordance with ITB 16.2 establishing that the Works offered by the Bidder conform to the Bidding Document.</p> <p>(g) Technical Proposal in accordance with ITB 16.</p> <p>i. <b>Site Organization.</b></p> <p>ii. <b>Design Methodology.</b></p> <p>iii. <b>Method Statement.</b></p> <p>iv. <b>Mobilization Schedule.</b></p> <p>v. <b>Design and Construction Schedule.</b></p> <p>vi. <b>Proposed Plant to be Supplied and Installed.</b></p> <p>vii. <b>Health and Safety Plan.</b></p> <p>viii. <b>Environmental Plan.</b></p> <p>ix. <b>Schedule of Guarantees.</b></p> <p>x. <b>Schedule of Subcontractors.</b></p> <p>xi. <b>Form MAN: Manufacturer’s Authorization.</b></p> <p>xii. <b>Form PER -1: Proposed Personnel.</b></p> <p>xiii. <b>Form PER -2: Resume of Proposed Personnel.</b></p> <p>xiv. <b>Form EQU: Construction Equipment.</b></p> <p>(h) <b>Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK)</b> which shall be signed and dated by the Bidder’s authorized representative.</p> <p>(i) <b>Bidder’s Safety Declaration (Form JSSS/BSD)</b></p> <p>(j) <b>Any other document required in BDS 11.2(j).</b></p>	<p>x. <b>Form EXP -2(a): Specific Experience*.</b></p> <p>xi. <b>Form EXP -2(b): Experience in Key Activities*.</b></p> <p>(e) Documentary evidence in accordance with ITB 14.2 establishing that the Works offered by the Bidder conform to the Bidding Document.</p> <p>(f) Technical Proposal in accordance with ITB 14.</p> <p>i. <b>Site Organization.</b></p> <p>ii. <b>Design Methodology.</b></p> <p>iii. <b>Method Statement.</b></p> <p>iv. <b>Mobilization Schedule.</b></p> <p>v. <b>Design and Construction Schedule.</b></p> <p>vi. <b>Proposed Plant to be Supplied and Installed.</b></p> <p>vii. <b>Health and Safety Plan.</b></p> <p>viii. <b>Environmental Plan.</b></p> <p>ix. <b>Schedule of Guarantees.</b></p> <p>x. <b>Schedule of Subcontractors.</b></p> <p>xi. <b>Form MAN: Manufacturer’s Authorization.</b></p> <p>xii. <b>Form PER -1: Proposed Personnel.</b></p> <p>xiii. <b>Form PER -2: Resume of Proposed Personnel.</b></p> <p>xiv. <b>Form EQU: Construction Equipment.</b></p> <p>(g) alternative Technical Proposals in accordance with ITB 13.</p> <p>(h) <b>Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK)</b> which shall be signed and dated by the Bidder’s authorized representative.</p> <p>(i) <b>Bidder’s Safety Declaration (Form JSSS/BSD)</b></p> <p>(j) <b>Any other document required in the BDS 11.1(j).</b></p>
<p><b><u>Price Bid</u></b></p> <p>(a) <b>Letter of Price Bid</b>, in accordance with ITB 12.1.</p>	<p><b><u>Second-Stage Bid</u></b></p> <p>(a) <b>Letter of Second Stage Bid</b>, in accordance with ITB 29.</p>

<b>Single-Stage Two-Envelope Bidding</b>	<b>Two-Stage One-Envelope Bidding</b>
<p>(b) <b>Completed Schedules</b> in accordance with ITB 12.1 and 14, including completed <b>Price Schedules</b>, completed <b>Schedule of Payments</b> and completed <b>Schedule of Adjustment Data</b>, (if any required to be submitted under ITB 14.7) but excluding any Schedule(s), required in ITB 11.2.</p> <p>(c) <b>Any other document required in BDS 11.3(c).</b></p>	<p>(b) <b>Completed Schedules</b> in accordance with ITB 29.1 and 30, including completed <b>Price Schedules</b>, completed <b>Schedule of Payments</b> and completed <b>Schedule of Adjustment Data</b>, (if any required to be submitted under ITB 30.7).</p> <p>(c) <b>Bid Security</b>, in accordance with ITB 33.</p> <p>(d) <b>Power of Attorney</b> authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 34.2 and ITB 34.3.</p> <p>(e) <b>Updated First Stage Bid</b>, comprising any modifications required to the First Stage Bid as recorded in the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”.</p> <p>(f) Documentary evidence regarding any changes that may have occurred between the times of submitting the First Stage Bid and the Second Stage Bids that have any material effect on the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted.</p> <p>(g) Documentary evidence establishing that any additional or varied Works to be supplied and constructed by the Bidder, in accordance with the requirements of the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”, are technically acceptable.</p> <p>(h) Details of the proposed subcontractors, including manufacturers, if, as a result of complying with the memorandum “Changes Required Pursuant to First Stage Evaluation”, the Bidder proposes to engage any subcontractors or manufacturers additional to or different from those named in its First Stage Bid.</p> <p>(i) <b>Any other document required in BDS 28.1(i).</b></p>

\* *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.*

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<Option A: Single-Stage 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 [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) 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); 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 Bidder<sup>1</sup>[insert name of the Bidder]

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

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

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

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

Notes for the Bidders

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

<Option A: Single-Stage 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:*

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

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

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

- (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 Bidder<sup>1</sup> [*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 the Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.

<Option B: Two-Stage One-Envelope Bidding>

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

## **Letter of First Stage 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) 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);
- (f) We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our First Stage Bid and duly noting all amendments and additions thereto, and noting omissions therefrom that you may require; and
- (g) We further undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Bid, updating our First Stage Bid in accordance with the requirements from the Memorandum of the clarification meeting, and completing our Second Stage Bid for executing the Works.

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

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

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

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

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

#### Notes for the Bidders

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

<Option B: Two-Stage One-Envelope Bidding>

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

## **Letter of Second Stage 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]*, and your requirements incorporated in the Memorandum titled "Changes Required Pursuant to First Stage Evaluation";
- (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 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);
- (e) We offer to execute in conformity with the Bidding Document, the Memorandum and the amendments of the Bidding Document, pursuant First Stage Evaluation, the following Works: *[insert a brief description of the Works]*;
- (f) The total price of our Bid, excluding any discounts offered in item (g) 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:*  
*(i) the total price of each lot; and*  
*(ii) the sum of the total price of all lots:*  
*in words and figures, indicating the amounts in the respective currencies]*;
- (g) 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*];

- (h) Our Bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the submission deadline for the Second Stage Bids as stipulated in the Letter of Invitation for Second Stage Bids, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (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 Bidders<sup>1</sup> [*insert complete name of the Bidder*]

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

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

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

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

#### Notes for the Bidders

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

<Common to both Option A: Single-Stage Two-Envelope Bidding & Option B: Two-Stage One-Envelope Bidding>

## 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 Index <sup>3</sup>		Total Amount <sup>1</sup> (Each Index)	Bidder's proposed weighting <sup>2</sup>
			Value	Date		
	Non-adjustable	-	-	-		a: _____
						b: _____
						c: _____
						d: _____
						e: _____
<b>Total</b>						<b>1.00</b>

Notes for the Bidders

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

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

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

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

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

Notes for the Bidders

1. If so provided in BDS 15.1, in case of Single-Stage Two-Envelope Bidding and in BDS 31.1 in case of Two-Stage One-Envelope Bidding, the Bidder may quote in more than one foreign currency and, then this table should be repeated for each of those foreign currencies.
2. The Bidder shall indicate at the top of the table, the type of the foreign currency.
3. The Bidder shall indicate the source of each index in column (iii).
4. The Bidder may leave the Values and the Dates of the Base Cost Indices in column (iv) 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.

## Price Schedule

### Notes for the Employer

#### Objectives

The objectives of the Price Schedule are:

- (a) to provide sufficient information on fundamental types and volume of the Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a contract has been signed, to provide a completed Price Schedule for use in the valuation of the Works performed, where necessary.

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

The following guidance and directions should be complied with when preparing the Price Schedule.

#### Content

The Price Schedule should be divided generally into the following sections:

- (a) Preamble;
- (b) Work Items (grouped into part Schedules);
- (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) if the Contract includes items subject to re-measurement, set out the methods of measurement which has been used for measurement of estimated quantities of those items in the Price Schedule and that is to be used for measurement of actual quantities executed (i.e. re-measurement).

#### 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 (e.g., Schedule No. XX and Schedule No. YY) 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 (i.e., Schedule No. 1: General Items) in the Price Schedule.

Generally, there should be no quantities indicated against lump sum items. Therefore, in order to avoid any confusions, it is advisable to indicate ‘-’ in the respective cells of the ‘Quantity’ and ‘Rate’ columns.

Normally, this type of contract is based on a lump sum price, with little or no re-measurement. However, if re-measurement item of the Works is applied, it should be clearly identified and described in the Particular Conditions of Contract. The estimated quantities should be indicated against those items so that the Bidder could fill in its unit prices accordingly. In this regard, reference shall be made to Sub-Clause 14.1 of the Conditions of Contract.

The schedules allocated for plant shall, among other things, include spare parts required for attaining the completion. The spare parts that the Employer considered necessary for the operation and maintenance of the plant shall be included in the schedule allocated for the Mandatory Spare Parts, whereas additional spare parts proposed by Bidder shall be included in Schedule allocated for the Recommended Spare Parts. Specific instruction for the Bidder to the above effect should be included in the Preamble of the Price Schedule.

When a series of Price Adjustment Formulae is used, each Price Adjustment Formula should relate to the appropriate section(s) in the Price Schedule.

Moreover, in accordance with ITB 14.3 (in case of Single Stage Two-Envelope Bidding) or ITB 30.3 (in case of Two-Stage One-Envelope Bidding), the Bidder is required to provide a breakdown of the prices in the manner and detail specified in the Price Schedule. As such, the Employer should include a clear and specific instruction in the Preambles of the Price Schedules so that the detailed breakdown will be proposed.

### **Item Descriptions**

The Contract is generally carried out a lump-sum payment basis and the schedules do not necessarily give a full description of the works or plant and installation services to be performed. Each item description shall identify the work covered by the respective item, but the exact nature and extent of the work, or plant and installation services is to be ascertained from the Employer’s Requirements and Conditions of Contract, as the case may be.

The drafter shall make sure that details provided in item descriptions shall be consistent with the Preambles to the Price Schedule, Employer’s Requirements and the Conditions of Contract, where applicable.

### **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 Price Schedule, 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 Price Schedules (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	<i>All.</i>	<i>None.</i>

2.	Daily fees	<i>only for regular Site visits.</i>	<i>for dispute referrals and work not accomplished during regular Site visits.</i>
3.	Expenses (a) international travel (b) local transport (c) accommodation (d) printing/ photocopying (e) international telephone calls (f) document courier services (g) postage (h) others	<i>only for regular Site visits.</i>	<i>for dispute referrals and work not accomplished during regular Site visits.</i>
	Total	$\sum RC$	$\sum NRC$
Provisional Sum for the cost of the DB		$= \sum RC + \frac{\sum NRC}{2}$	

**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 Conditions of Contract), to the scope and extent specified in the Employer’s Requirements, 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 Price Schedule 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 Employer's Requirements. If line items are included in the Price Schedule, 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 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 whose cost may be included in its overhead. Actually, 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 plant or works in remote locations where the cost of such support is of a higher value, then it should be an item in the Price Schedule (e.g. Schedule No 1).

**Grand Summary**

The Grand Summary should contain a tabulation of the separate parts of the Price Schedule 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 Price Schedule as it sets out the general principles based on which the Price Schedule is prepared and priced. The following paragraphs have been drafted for the reference of the Employer and they shall be modified or supplemented as appropriate, considering the country, project and work specific requirements.

The Preamble shall be consistent with the General and Particular Conditions of Contract, Employer's Requirements and any other document forming part of the Contract. The Employer shall make sure that the Preamble is attached to the completed Price Schedule when compiling the Contract documents.

1. The Price Schedule shall be read in conjunction with the General and Particular Conditions of Contract and the Employer's Requirements.
2. Unless otherwise stated in the Particular Conditions of Contract, the Contract is executed on a lump-sum price basis. The Schedules do not generally give a full description of the Works to be executed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The quantities (if any) given in the Price Schedule shall be used in accordance with Sub-Clause 14.1 of the Conditions of Contract..
3. Any parts, consumables or spare parts required for attaining the completion of the Works shall:
  - (a) be included in or deemed to be covered by the rates and/or prices entered in the relevant Schedules of Rates and Prices of the Price Schedule. No separate payment shall be made in respect of any of such parts, consumables or spare parts.
  - (b) become the Employer's property immediately after they are brought to the Site, regardless of whether they will be subsequently used for the completion or will remain unused.
4. The Spare Parts that the Employer considered necessary for the operation and maintenance of the Works shall be included in the Price Schedule entitled "Mandatory Spare Parts", whereas Price Schedule entitled "Recommended Spare Parts" shall include additional spare parts proposed by the Bidder. Both Mandatory and Recommended Spare Parts are to be supplied prior to the completion of the Works.
5. The rates and prices in the completed Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all of design, 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.

6. A rate or price shall be entered against each item in the Price Schedule, irrespective of whether quantities are stated or not. Items against which no rate or price is entered in the completed Price Schedule shall be deemed to be covered by the rates or prices entered for other items therein, and will not be paid for separately.
7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the completed Price Schedule, and where no items are provided, the cost shall be deemed to be included in the rates or prices entered for the related items of work.
8. The payment shall be made in accordance with the Conditions of Contract in the currency or currencies indicated under each respective item in the Price Schedule.

If any composite or lump sum items require price breakdowns (as indicated in B: *Work Items* below), for the purposes of making payments or partial payments, valuation of Variations or evaluation of claims, or for such other purposes as the Engineer considers reasonable, the Engineer may use the breakdown of such items submitted by the Contractor during the bidding stage and included as an attachment to this Price Schedule.

Such breakdowns shall clearly show the items of work activities that the respective composite or lump item consists of, their quantities and unit prices in the manner which can be used for the purposes described above.

9. General requirements, directions and/or descriptions of work and materials are not necessarily repeated or summarized in the Price Schedule. Relevant sections of the Contract documents shall be referred to before entering prices against each item in the Price Schedule.
10. Provisional Sums included and so designated in the Price Schedule 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 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.
11. No Contractor's overhead charges or profit shall be included or payable on the Provisional Sum for the cost of the DB.
12. If the Contract specifically provides for any item to be executed on a re-measurement basis, the method of measurement of completed work for payment in respect of that item 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.*].
13. Any unit rates and/or prices quoted in the Price Schedule in:
  - (a) [*The Employer shall insert name of local currency, as indicated in BDS 15.1 (in the case of Single-Stage Two-Envelope Bidding) or BDS 31.1 (in the case of Two-Stage One-Envelope Bidding), as appropriate.*], 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 in the case of Single-Stage Two-Envelope Bidding) or BDS 31.1 (in the case of Two-Stage One-Envelope Bidding)*], 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.

14. Where there are any items of work provided in the Price Schedule for complying with requirements of Sub-Clauses 6.1 through 6.24 of the 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 Schedules below 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 Conditions of Contract, Employer's Requirements and any other document forming part of the Contract. Where appropriate, the work items should be categorized into part Schedules considering their nature and scope, and timing of execution.

1. The Price Schedule contains the following Schedules of Rates and Prices, Schedules of Specified Provisional Sums and the Grand Summary:
  - Schedule No. 1 - General Items;
  - Schedule No. 2 - Design;
  - Schedule No. 3 - Supply of Plant (Off-Site);
  - Schedule No. 4 - Construction, Installation and Testing (On-Site);
  - Schedule No. 5 - Training;
  - Schedule No. 6 – Mandatory Spare Parts;
  - Schedule No. 7 – Recommended Spare Parts;
  - Daywork Schedule;
  - Schedule of Specified Provisional Sums; and
  - Grand Summary.
  
2. The Price Schedule shall include as attachments thereto, price breakdowns for the following composite or lump sum items:
  - (a) *[The Employer shall insert reference and description of composite or lump-sum item.]*
  - (b) *[The Employer shall insert reference and description of composite or lump-sum item.]*
  - (c) *[The Employer shall insert reference and description of composite or lump-sum item.]*

**Schedule No. 1: General Items**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
101	Performance Security.	sum	-				
102	Insurance.	sum	-				
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	-				
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.	No.	1				
132	Maintenance of office and office equipment for use of the Engineer.	mon	24				
133	—etc.—						
151	Traffic diversions: establishment and removal.	sum	-				
152	Maintenance of traffic diversions.	mon	24				
153	Establishment and removal of access road.	sum	-				
154	Maintenance of access roads.	mon	24				
155	—etc.—						
Total for Schedule No. 1 (carried forward to Grand Summary, p. ____)						-----	-----













5. The price of such spare parts shall include the purchase price and other costs relating to the supply of spare parts such as transportation, port charge and the Contractor's fees. The Recommended Spare Parts are not subject to evaluation in accordance with ITB 31.3 and ITB 35.1 (in case of Single-Stage Two-Envelope Bidding), and ITB 25.3 and ITB 48.1 (in case of Two-Stage One-Envelope Bidding).
6. The total price of this Schedule shall not be added to the Bid Price. However, the price may have been added to the Contract Price (with modifications agreed during the contract negotiations or the contract execution), if both Parties agree to do so.

## C. Daywork Schedule

### Notes for the Employer

A “Daywork Schedule” is commonly found in contracts where minor or incidental work cannot be covered by the items in the Price Schedule. 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, Employer’s Requirements 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 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 [*country of Employer*].
  - (b) The additional percentage to be quoted by the Bidder shall be applied to basic costs incurred under (a) above, and this additional percentage payment shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

### Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates representing the Contractor's profit, overhead charges, etc., as described below:
  - (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.
  - (b) the additional percentage shall be quoted by the Bidder and applied to the basic cost incurred under (a) above, and this additional percentage payment shall be deemed to cover the Contractor's profit, overheads, administrative costs and all other charges related to the procurement and supply of such material.

- (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used:
  - (i) shall not be included in the basic rate or percentage above; and
  - (ii) shall be paid separately under Schedule of Daywork Rates 1. Labour and/or Schedule of Daywork Rates 3. Contractor's Equipment, as appropriate.

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

- 5. The Contractor shall be entitled to payments in respect of Contractor's Equipment (including those already on Site) employed on Daywork at the basic rates entered by him in the **Schedule of Daywork Rates: 3. Contractor's Equipment**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
  - (a) The basic rates for equipment shall be deemed to cover all direct cost to the Contractor including (but not limited to) the depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables directly related to the use of such equipment.
  - (b) The additional percentage shall be quoted by the Bidder and applied to the basic cost incurred under (a) above and this additional percentage payment shall be deemed to cover the Contractor's profit, overheads, administrative costs and all other charges related to the use of such equipment.
  - (c) The cost of drivers, operators, and assistants
    - (i) shall not be included in the basic rate or percentage above; and
    - (ii) shall be paid for separately under Schedule of Daywork Rates 1. Labour.

#### **Notes for the Employer**

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

- 6. In calculating the payment due to the Contractor for Contractor's Equipment employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the 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.







**Daywork Summary**

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

### Schedule of Specified Provisional Sums

#### Notes for the Employer:

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 (1/2<sup>nd</sup> 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		[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 Conditions of Contract. 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

The total for Schedule entitled “*Recommended Spare Parts*” shall not be included in the Bid Price and therefore is stated separately in the Grand Summary.

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 14.10 (in case of Single-Stage Two-Envelope Bidding) and in BDS 30.10 (in case of Two-Stage One-Envelope Bidding):

- (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 Two-Stage One-Envelope Bidding, replace “Letter of Price Bid” by “Letter of Second Stage Bid”.

Description	Page	Amount	
		Local	Foreign
Schedule No. 1: General Items			
Schedule No. 2: Design			
Schedule No. 3: Supply of Plant (Off-Site)			
Schedule No. 4: Construction, Installation and Testing (On-Site)			
Schedule No. 5: Training			
Schedule No. 6: Mandatory Spare Parts			
—etc.—			
(A) Total of Schedules			
(B) Total for Daywork (Provisional Sum)			
(C) Specified Provisional Sums		[sum]	[sum]
(D) Total of Schedules Plus Provisional Sums (A + B + C)			
(E) Add contingency allowance (...%)		[sum] <sup>1</sup>	[sum] <sup>1</sup>
(F) Bid Price (D + E) [Carried forward to Letter of Price Bid]			
Schedule No. 7: Recommended Spare Parts		[sum]	[sum]

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 14.10 (in the case of Single-Stage Two-Envelope Bidding) or BDS 30.10 (in the case of Two-Stage One-Envelope Bidding), as appropriate.

## Schedule of Payments

### Notes for the Employer

- (a) If payments to the Contractor are to be made in instalments pursuant to Sub-Clause 14.4 of the Contract Conditions, the Employer shall include a table of instalments in respective currencies.
- (b) If payments to the Contractor are to be made based on completion of Milestones (if any and as defined and described in the Contract), then the Employer shall include in the Schedule of Payment making explicit reference to the Milestone payments. To minimize the risk of disagreements, such payment milestones shall be carefully specified.

## Technical Proposal

- Site Organization
- Design Methodology
- Method Statement
- Mobilization Schedule
- Design and Construction Schedule
- Proposed Plant to be Supplied and Installed
- Health and Safety Plan
- Environmental Plan
- Schedule of Guarantees
- Subcontractors/ Manufacturers
  - Schedule of Subcontractors
  - Form MAN: Manufacturer's Authorization
- 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.]*

## **Design Methodology**

### **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 design methodology.]*

## **Method Statement**

### **Notes for the Employer**

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

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

## **Mobilization Schedule**

### **Notes for the Employer**

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

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

## **Design and 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 Design and Construction Schedule.]*

## **Proposed Plant to be Supplied and Installed**

### **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 description of Plant to be supplied and installed.]*

## Health and Safety Plan

### Notes for the Employer

The Employer shall describe that the Bidder should submit “The Bid Stage Safety Plan” which complies with requirements described in Annex 1.2, Content of Bid Stage Safety Plan, Chapter 1, JICA Standard Safety Specification (JSSS), covering the items below.

### Notes for the Bidder

The Bidder should submit “The Bid Stage Safety Plan” which complies with requirements described in Annex 1.2, Content of Bid Stage Safety Plan, Chapter 1, JICA Standard Safety Specification (JSSS), covering the items below.

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

- (1) Description of the Works
- (2) Bidder’s Corporate Policy on Health and Safety Management
- (3) Health and Safety Management System, Responsibility and Authority of Bidder’s Personnel
- (4) Health and Safety Laws
- (5) Bidder’s Safety Management System
- (6) Temporary Works
- (7) Temporary Facilities on Site
- (8) Safety Measures for Contractor’s Design of the Permanent Works
- (9) Safety Plan for the Works
- (10) Safety Plan for Dangerous Work.
- (11) Permit to Work System
- (12) Safety Measures for Contractor’s Equipment
- (13) Proposed Health and Safety Incentive Scheme
- (14) Safety Information Sharing and Communications Policy
- (15) Health and Safety Equipment, Facilities and Personal Protective Equipment (PPE)
- (16) Site Inspection Plan
- (17) Site Security
- (18) Policy for Preventing Traffic Accidents
- (19) Reporting Procedure for Unsafe Conditions and Behaviour
- (20) Accident Response Plan
- (21) Health Care Plan
- (22) Environmental, Temporary Works and Structural Monitoring Plans
- (23) Fire Response Plan
- (24) Emergency Response Plan
- (25) Monitoring and Review of Health and Safety Management Activities
- (26) Safety Induction Training
- (27) Skill Training
- (28) Legal Requirements

## **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 Guarantees

#### Notes for the Employer

*The Employer shall, in the left column of the table below, insert the identification of each performance guarantee required in the Employer's Requirements and stated by the Employer in Section III. Evaluation and Qualification Criteria, Clause 1.2.1(b).*

*Also, the Employer shall state the relevant reduction or its method of calculation in the case of failure to pass Tests on Completion in accordance with Sub-Clause 9.4 of General Conditions, if applicable.*

*[The Bidder shall provide, in the right column, the corresponding value for each functional guarantee of the proposed plant.]*

Required Performance Guarantee	Value of Performance Guarantee of the Proposed Works
1.	
2.	
3.	
...	

## Schedule of Subcontractors

*[The Bidder shall list below specialized subcontractors (if any) proposed 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 16.3 (in the case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in the case of Two-Stage One-Envelope Bidding), as appropriate.]*

*Also, the Bidder shall list below subcontractors for major item of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. if applied, in accordance with Section I, Instruction to Bidders, ITB 16.3 (in the case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in the case of Two-Stage One-Envelope Bidding), 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.]*

The Schedule of Subcontractor becomes part of the contract document in accordance with Sub-Clause 4.4 (a) of General Conditions.

No.	Key Activity	Specialized Subcontractor	
		Name	Nationality

No.	Major Item of the Works	Subcontractor	
		Name	Nationality

## Form MAN: Manufacturer's Authorization

*[In accordance with ITB 16.3 (in case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in case of Two-Stage One-Envelope Bidding), if the Bidder proposes, for the execution of the key activities or major items above, to supply and install any goods which the Bidder do not manufacture or otherwise produce, the Bidder shall require the manufacturers of the goods to be supplied and installed under the Contract to fill in this Form in accordance with the instructions indicated.]*

*This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer.*

*When the Bidder proposes subcontractors other than manufacturers in accordance with EQC 1.1.3 or 2.4.2(b), Form MAN is still required. Accordingly the first paragraph of the main text should be revised as follows:*

*“We [insert complete name of subcontractor] do hereby authorize [insert complete name of Bidder] to submit a Bid, the purpose of which is to provide the following part of the Contract performed by us [insert name and/or brief description of the services], and to subsequently negotiate and sign the Contract.”*

Date: *[insert date (as day, month and year) of Bid Submission]*  
IFB No.: *[insert number of bidding process]*

To: *[insert complete name of Employer]*

### WHEREAS

We *[insert complete name of manufacturer or manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Contract, with respect to the goods offered by the above firm.

Name: *[insert complete name of person signing the Authorization]*

In the capacity of *[insert legal capacity of person signing the Authorization]*

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

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

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

## Form PER -1: Proposed Personnel

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

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

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

IFB No: *[insert number]*

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

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

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

## Form PER -2: Resume of Proposed Personnel

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

Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB No: [insert number]

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

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

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

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

*[The Bidder shall summarize professional experience over the last 20 years, in 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:  

## Form EQU: Construction Equipment

Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*JV Member Legal Name: *[insert full name]*IFB No: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

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

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

Omit the following information for equipment owned by the Bidder.

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

## **Bidder's Qualification**

### **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: <i>[insert full name]</i>
In case of a JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member.]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert mailing address]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> <li>1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.</li> <li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>

## Form ELI -2: JV Member Information Form

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

IFB No.: *[insert number]*

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

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

Bidder's legal name: <i>[insert full name of JV member]</i>
JV Member's legal name: <i>[insert full name of Bidder's party]</i>
JV Member's country of registration: <i>[insert country of registration]</i>
JV Member's year of incorporation: <i>[insert year of incorporation]</i>
JV Member's legal address in country of registration: <i>[insert mailing address]</i>
JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> <li>1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.</li> <li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>

## Form ELI -3: Subcontractor Information Form

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

*[The following form is additional to Form ELI-1 and ELI-2 (if applicable), and shall be completed to provide information relating to the specialized subcontractor (if any) proposed 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 or the subcontractors for major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. The documents listed/ stated as required shall be submitted as attachments hereto.]*

Bidder's legal name: <i>[insert full name of Subcontractor]</i>
Subcontractor's legal name: <i>[insert full name of Bidder's party]</i>
Subcontractor's country of registration: <i>[insert country of registration]</i>
Subcontractor's year of incorporation: <i>[insert year of incorporation]</i>
Subcontractor's legal address in country of registration: <i>[insert mailing address]</i>
Subcontractor's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> <li>1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.</li> <li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>

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

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

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 JV Member's Legal Name: *[insert full name]*  
 IFB No.: *[insert number]*  
 Page *[insert page number]* of *[insert total number]* pages

### 1. History of Non-Performing Contracts

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

## 2. Pending Litigation

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

**3. Litigation History**

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

## Form FIN -1: Financial Situation

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

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

IFB No.: [insert number]

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

### 1. Financial data

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

## **2. Financial documents**

The Bidder and its parties shall provide copies of the financial statements<sup>1</sup> for the number of years indicated in 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) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for the number of years required above, and complying with the requirements.

### Notes for the Bidders

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

## Form FIN -2: Average Annual Turnover

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

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

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

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

IFB No.: *[insert number]*

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

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

### Notes for the Bidders

- 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.]

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

Notes for the Bidders

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

## Form FIN -4: Current Contract Commitments

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

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

IFB No. [insert number]

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

[The Bidder and each member should provide information on their current commitments on all contracts that have been awarded, or for which a Letter of Intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with 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.]

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

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

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

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

IFB No.: [insert number]

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

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

Contract of Similar Size and Nature			
Similar Contract No.	Information		
[insert number] of [insert number of similar contracts required]			
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 2017]		
Role in Contract [check the appropriate box]	Prime Contractor		
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	
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:	[insert mailing address]		

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

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

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

Subcontractor's Legal Name: [insert full name]

IFB No.: [insert number]

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

### 1. Summary of Key Activities

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

<b>Summary of Single Firm/JV Member/ Subcontractor for Key Activities</b>		
<b>Key Activity</b>		<b>Single Firm/JV Member/ Subcontractor</b>
<b>No</b>	<b>Description</b>	
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]

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

**Contract with Similar Key Activities**

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](https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/index.html)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tel: +81 (0)3 5226 8850

- (2) JICA XX office

Tel:

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

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

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**Authorized Signatory**  
*[insert name of signatory; title]*

**For and on behalf of**  
*[insert name of the Bidder]*  
Date: *[insert date]*

## **Form JSSS/BSD**

### **Bidder's Safety Declaration**

I, *[insert name and position of authorised signatory]*, being duly authorised by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Form JSSS/BSD, hereby declare our commitment to comply with the health and safety requirements of the Contract.

The Bidder declares, that if selected to undertake the Works, he will ensure that the Site is established and maintained as a healthy and safe workplace for the Contractor's Personnel, the Employer's Personnel and all other persons entitled to be thereon or that may be affected by operations thereby.

The Bidder hereby declares that after investigation and research of resources within the Country, he has given full and careful consideration and fully accepts the need and has made full allowance for the importation, the use upon the Works and subsequent re-export in accordance with the Contract of all required Contractor's Equipment, Temporary Works, PPE and all other safety resources necessary to maintain the international level of health and safety upon the Works.

The Bidder declares that he will mobilise for use upon the Works:

1. New (or recent) or duly maintained PPE and other safety equipment of an international standard, suitable and fit for the purpose for which it is intended, in full working order, complete with all necessary spare parts and consumables, suitable and safe for use on the Works, all to meet with the consent of the Engineer and in sufficient quantities to allow for replacement in the case of being worn-out, lost or damaged, and
2. New (or recent) or duly maintained Contractor's Equipment and Temporary Works, all suitable and fit for the purpose for which it is intended, in full working order, clean, non-polluting, complete with all necessary spare parts and consumables, suitable and safe for use on the Works.

The Bidder further declares that he shall:

1. Carry out regular and thorough safety inspections, find and correct any health and safety problems on the Works, primarily by trying to eliminate or reduce hazards through making feasible changes in working conditions rather than relying on PPE to reduce risks.
2. Employ workers with appropriate skill, educational or vocational qualification, experience and capability.
3. Fully inform workers about hazards.
4. Provide health and safety training to all Contractor's Personnel, any Subcontractors, suppliers and others for whom the Contractor is responsible, the Employer's Personnel and all other persons who are entitled to be on the Site, in a language and vocabulary they can understand.
5. Keep accurate records of work-related injuries and illnesses.

6. Perform tests in the workplace, such as air sampling as required by the Safety Specification.
7. Provide required new PPE at no cost to workers and ensure that this is used properly, kept in good condition and replaced in the case of being worn-out, lost or damaged.
8. Assign only workers who, in consideration of health, physical condition and age are suited to the operations to which they are assigned.
9. Provide eyesight, hearing and mobility examinations and other medical tests required by the Contract.
10. Post injury and illness information and data where workers can see them.
11. At occurrence of any accident, promptly inform the Engineer and thereafter submit details of the accident within twenty-four (24) hours after its occurrence.
12. Not retaliate against workers for using their rights under the Laws of the Country.

The requirements of this declaration shall apply fully to all of the Bidder’s proposed Subcontractors, suppliers and specialists engaged by the Bidder on the Works, for whom the Bidder shall remain fully responsible.

The Bidder also affirms that if the Bid is successful, the Health and Safety Officer, named below and also included in Bidding Form, Form PER -1: Proposed Personnel, unless otherwise required by the Bidding Documents, shall be assigned from the Commencement Date, full-time upon the Site and shall not be replaced or substituted at any time except with the consent of the Engineer.

If the Bid is accepted the Bidder agrees that this Declaration shall form a part of the Contract, at and from which time all references to “Bidder” shall be construed as references to “Contractor”.

Signed:

Signed:

\_\_\_\_\_  
*(Bidder’s Official Representative)*

\_\_\_\_\_  
*(Bidder’s Proposed Health and Safety Officer at Site\*)*

Or

*(Bidder’s Head Office Health and Safety Manager\*)*

Name:

Name:

\_\_\_\_\_  
 -

\_\_\_\_\_  
 -

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

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

*(\*Delete as applicable)*

## Form of Bid Security

### (Bank Guarantee)

#### Notes for the Employer

In the case of Two-Stage One-Envelope Bidding, “Letters of Technical Bid and Price Bid” (in subparagraph (a) of the third paragraph) below shall be replaced with “Letter of Second Stage 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.

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*[signature(s)]*

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

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

### **Notes for the Employer**

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

The Employer shall insert below, all relevant information and provisions cited from the Loan Agreement with JICA. If any additional documents are required to be submitted by the Bidder as evidence of compliance of the provisions above, such additional documents shall be listed in Section II, Bid Data Sheet: in the case of Single-Stage Two-Envelope bidding, under ITB 11.2(j) and/or ITB 11.3(c), as appropriate, and in the case of Two-Stage One-Envelope bidding, under ITB 11.1(j) and/or ITB 28.1(i), as appropriate.



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## **PART 2 – EMPLOYER’S REQUIREMENTS**



## Section VI. Employer's Requirements

### Notes for the Employer

This Section VI. Employer's Requirements contains the scope of Works, the Employer's Requirements and Supplementary Information that describe the Works and the Site Data to be used during the implementation of the Contract.

This bidding process results in a design-build contract where the Contractor is responsible for both design and construction. Therefore, the Employer is not required to provide conventional technical specifications with detailed drawings. It is, nevertheless, in this Section, that the Employer precisely specifies the performance to be achieved or output specification for the completed Works, design criteria, and any other technical requirements the Employer wishes to impose (e.g. quality of materials and workmanship, protection of the environment, occupational safety and health, etc.).

On the other hand, it is advisable to avoid over-specifying details to the extent that the flexibility and potential benefits associated with a design build concept are eroded or compromised. The Employer's Requirements should, therefore, be carefully prepared by suitably qualified engineers who are familiar with the requirements and with the technical aspect of the Works.

The Employer's Requirements should also define the procedures and requirements with respect to:

- (a) review and/or approval of the Contractor's Documents (Sub-Clause 5.2 of the Conditions of Contract), including designs; and
- (b) tests, including the Test on Completion (and, if applicable, Test after Completion).

In particular, the extent of the contractor's design obligation must be defined without any room for uncertainty. If the Employer is responsible for the detailed design of any part of the Permanent Works, the extent of the scope and the extent of his obligations must be stated in the Employer's Requirements.

Under a design build contract, no detailed drawings are generally available at the bidding stage. It would rather be useful to include outline and/or conceptual drawings as are appropriate to supplement or help illustrate the general concept of the Employer's needs. The Bidder should be well advised to the extent to which the Employer's outline design is a suggestion or a requirement.

The Employer's Requirements should include, as appropriate, information of a technical nature, referring to the Employer's Requirement or stating as specified, described or indicated in the Contract, in the following Sub-Clauses of the Conditions of Contract:

<b>Sub-Clause</b>		<b>Summary of Information Required</b>
<b>No.</b>	<b>Title</b>	
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 Laws	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	Purposes for which the Works are intended
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
4.7	Setting Out	setting-out points, lines and levels of reference
4.18	Protection of the Environment	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	General Design Obligations	criteria (if any) for design personnel
5.2	Contractor's Documents	Contractor's Documents required and whether for approval
5.4	Technical Standards and Regulations	applicable Technical Standards and regulations
5.5	Training	training of Employer's Personnel
5.6	As-Built Documents	as-built drawings and other records of the Works
5.7	Operation and Maintenance Manuals	operation and maintenance manuals and any other manuals for these purposes

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	sequence and timing of inspection and tests
9.1	Contractor's Obligation	Tests on Completion
9.4	Failure to pass Tests on Completion	Damages for failure to pass Tests on Completion
10.2	Taking Over of Parts of the Works	use of any part of the Works by the Employer
12.1	Procedure for Tests after Completion	Tests after Completion
12.4	Failure to pass Tests after Completion	Damages for failure to pass Tests after Completion
17.7	Use of Employer's Accommodation/ Facilities	the Employer-provided accommodation and facilities

Care must be taken when drafting the Employer's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible in the descriptions of design, goods, materials and workmanship. Where any particular standards are specified, whether national standards from the Employer's country or other standards, it should be stated that goods, materials and workmanship that meet other authoritative standards are acceptable if they guarantee equal or higher quality than the standards specified.

The Employer's Requirements should stipulate that all of the goods and materials 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.

The Employer shall perform appropriate front-end tasks (such as geotechnical/environmental investigations and permit acquisitions). In this regard, pursuant to Sub-Clause 4.10 of the Conditions of Contract, the Employer shall make available to the Bidder all relevant data in

the Employer's possession pertaining to the Site and the proposed works.

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## **Scope of Works**

### **Notes for the Employer**

The Employer shall insert hereunder Contractor's scope of work in accordance with the Conditions of Contract, Sub-Clauses 4.1 and 5.1 in particular.

## Specifications

### Notes for the Employer

The Specification consists of major two parts, i.e., the Safety Specification and the General and Technical Specification. The Safety Specification shall have priority over the other parts of the Specification in respect of health and safety matters.

The Safety Specification consists of Particular Safety Specification and JICA Standard Safety Specification, JSSS here-under.

The Particular Safety Specification shall be prepared for each particular project considering specific requirements, characteristics, conditions, environments, etc. of the project while JSSS describes general safety affairs.

Bidders shall be informed that the project is carried out under the basic principle, "Safety First", based on the Safety Specification.

The Employer shall insert hereunder specifications which set out the applicable minimum standards that applies for the Plant and Materials as well as the other technical requirements to be incorporated in the design. Refer to the Notes for the Employer at the beginning of the section. In addition to the information required and matters to be referred, pursuant to the Conditions of Contract (as stated in the notes above), any or all of the following information may be specified;

- intended performance of the plant
- definition of the location of the site
- design and other technical criteria
- applicable technical standards, codes and regulation
- quality and performance criteria
- quality control and assurance system
- customs requirements
- proposed or required time programme, programme software, periodical programme revision, required milestones
- other contractors (and others) on the site
- setting-out points lines and levels of reference
- permissions being obtained by the Employer
- involvement of third parties
- environmental constrains
- access constrains: road, rail, air and sea
- electricity, water, gas and other services available on the site
- criteria for design personnel
- contractor's documents required, and whether required for information, review and/or approval, and number of copies
- operational training for the Employer's personnel

- as-built drawing and other records of the works
- operation and maintenance manuals
- spare parts
- work covered under Provisional sums
- health, safety and environmental plan
- operation and maintenance by the Contractor (if any)

## Drawings

### Notes for the Employer

The Employer's Requirements may include drawings, on which the proposed Works may be outlined. In such cases, the Employer's Requirements should define the extent to which (for example) the Works must comply with the outline. The incorporation of design aspects into the drawings should be carried out with care, with full consideration being given to the consequences, including any ultimate responsibility for this design by the Employer.

The drawings, even if not fully developed, must show sufficient details to enable Bidders to understand the type and complexity of the Works.

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

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.

## Required Contractor's Documents

### Notes for the Employer

As stated in the note above on the drafting on the Employer's Requirement referring to Sub-Clause 5.2 of the Conditions of Contract, the Employer shall insert the list of documents that are required to be submitted by the Contractor, for the Engineer's review and/or approval. A sample list has been indicated below.

Description		For review	For review and approval
1	Design Schedule		
2	Preliminary Design		
3	Detailed Design		
4			
5			
6			
7			
8			
9			
10			
11			
12			

The Employer should carefully weigh-in the documents that it requires for review and/or for approval. Unreasonable approval requirements may interfere in the Contractor's design process. Further, notwithstanding the last paragraph of Sub-Clause 5.2 of the Conditions of Contract, it may be difficult, in case a dispute arises, for the Employer to refute all liability for an approved submission.

The Employer's Requirements may also require the Contractor to provide some or all of the following (Contractor's Documents for approval):

- Stakeholder engagement plan.
- Environmental and social management plan.
- Occupational and health and safety management plan.
- Traffic management plan.

## **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.

## 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, he may include only the list of such Site Data hereunder and issue them separately to the Bidders in CD(s)/ DVD(s).





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



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## **Notes for the Employer**

The Conditions of Contract comprise two parts:

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

This Standard Bidding Document has been prepared for the use with the Fédération Internationale des Ingénieurs-Conseils (FIDIC) General Conditions of the Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Design by the Contractor, 1st edition, 1999 (Standard GC).

In compliance with the license agreement between JICA and FIDIC, the Standard GC are not included in this Standard Bidding Document, and instead, in Section VII, it contains information as to where these GC can be obtained. The incorporation of the GC by an appropriate reference (following the format given under Section VII) is required in all bidding documents/ contracts for the electrical and mechanical plant and building and engineering works of lump-sum type designed by the Contractor and to be procured through international competitive bidding (ICB).

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 non-binding 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 should be used **without modification**. In addition to those, country- or project-specific provisions may also be prepared and incorporated in each case (in Part B). 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 General Conditions of Contract shall be the “General Conditions” of the “FIDIC General Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor”, First edition 1999 released by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC).

Copies of the FIDIC “Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor” can be obtained from:

### **International Federation of Consulting Engineers**

World Trade Centre II  
P.O. Box 311  
CH-1215 Geneva 15  
Switzerland

Phone: +41 22 799 49 00

Fax: +41 22 799 49 01

Email: [fidic@fidic.org](mailto:fidic@fidic.org)

URL: <http://www.fidic.org>

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## Section VIII. Particular Conditions (PC)<sup>1</sup>

### 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.

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, Specific Provisions of the PC are prepared for a Standing DB. However, when appointment of an Ad-hoc DB or no use of DB is agreed with JICA, the Employer may 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 the end of 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 (Contractor’s Representative’s Name), which require the relevant data to be filled in prior to signing of the Contract.

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<sup>1</sup> Based on the General Conditions of Contract for Plant and Design Build Engineering for Electrical and Mechanical Plant and for Building and Engineering Works, Designed by the Contractor © FIDIC 2018 – Licenced to JICA 2018 -2023.



## 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
<b>Employer's name and address</b>	1.1.2.2 & 1.3	<i>[insert Employer's name and address]</i>
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	<i>[insert Engineer's name and address]</i>
<b>Bank's name</b>	1.1.2.11	The Japan International Cooperation Agency (JICA)
<b>Borrower's name</b>	1.1.2.12	<i>[insert Borrower's name]</i>
<b>Time for Completion</b>	1.1.3.3	<i>[insert the time for completion of the whole of the Works]</i>
<b>Defects Notification Period</b>	1.1.3.7	..... days <i>[Indicate the duration of the Defect Notification Period if it is different from 365 days. Otherwise, delete this entire CD 1.1.3.7.]</i>
<b>Sections</b>	1.1.5.6	<i>[if Sections are used, state "Refer to Table 1: Summary of Sections below". Otherwise, delete this entire CD 1.1.5.6.]</i>
<b>Profit</b>	1.2	<i>[insert the percentage of profit if it is higher than 5%. Otherwise delete this entire CD 1.2.]</i>  _____ % of Cost
<b>Electronic transmission systems</b>	1.3	<i>[insert Electronic transmission systems]</i>
<b>Contractor's name and address</b>	1.3	<i>[insert Contractor's name and address]</i>

Conditions	Sub-Clause	Data								
<b>Governing Law</b>	1.4	<i>[insert name of governing law]</i>								
<b>Ruling language</b>	1.4	<i>[insert name of ruling language]</i>								
<b>Language for communications</b>	1.4	<i>[insert name of language for communications]</i>								
<b>Time for the Parties entering into a Contract Agreement</b>	1.6	<p>..... days</p> <p><i>[indicate a number of days for Parties entering into a Contract Agreement. If it is 28 days, delete this entire CD 1.6.]</i></p>								
<b>The Contractor’s Liabilities as to the payment taxes and duties:</b>	1.16(A)	<p><i>[This Sub-Clause shall be consistent with ITB 14.9 in case of Single-Stage Two-Envelope Bidding and ITB 30.9 in case of Two-Stage One-Envelope Bidding. 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.]</i></p> <table border="1" data-bbox="824 1220 1360 1698"> <thead> <tr> <th data-bbox="824 1220 1036 1314">Duty/ Tax/ Levy</th> <th data-bbox="1036 1220 1360 1314">Exemption Category</th> </tr> </thead> <tbody> <tr> <td data-bbox="824 1314 1036 1444"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="1036 1314 1360 1444"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td data-bbox="824 1444 1036 1572"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="1036 1444 1360 1572"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td data-bbox="824 1572 1036 1698"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="1036 1572 1360 1698"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> </tbody> </table>	Duty/ Tax/ Levy	Exemption Category	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>
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<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>									
1.16(B)	<p><i>[insert duties, taxes and levies which shall be paid by the Employer on behalf of the Contractor]</i></p>									

Conditions	Sub-Clause	Data
<b>Time for access to, and possession of all parts of, the Site</b>	2.1	<p><i>[When access to and possession of the whole of the Site can be given by the Commencement Date, insert the following.</i></p> <p><i>“By the Commencement Date”</i></p> <p><i>When access to and possession of any part(s) of the Site cannot be given by the Commencement Date, insert the following.</i></p> <p><i>“[insert the number] ..... days after the Commencement Date” or “refer to Table 2: Partial Site Access and Possession below”.</i>]</p>
<b>Engineer’s Duties and Authority</b>	3.1(B)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of <i>[insert percentage, normally 1 - 3%.]</i> % shall require approval of the Employer.
<b>Performance Security</b>	4.2	The Performance Security shall be in the form of a <i>[insert either one of “demand guarantee” or “surety bond”]</i> in the amount(s) of <i>[insert percentage]</i> % of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
<b>Contractor’s Representative’s Name</b>	4.3	<i>[insert the name of the Contractor’s Representative agreed by the Employer prior to Contract signature]</i>
<b>Period for notifying unforeseeable errors, faults and defects in the Employer’s Requirements</b>	5.1	<i>[insert number of days, normally 42 days or more]</i> days after the Commencement Date
<b>Normal working hours</b>	6.5	<i>[insert the normal working hours]</i>

Conditions	Sub-Clause	Data
<b>Period for supply of Spare Parts ( Mandatory Spare Parts and Recommended Spare Parts)</b>	7.9(a) and (b)	<i>[insert number of years after the Taking Over of the Works, during which the Contractor is to make all spare parts, special tools etc. available .The number of years should be consistent with ITB16.2(b) in case of Single-Stage Two-Envelope Bidding and ITB 14.2(b) in case of Two-Stage One-Envelope Bidding.]</i>
<b>Commencement of Works</b>	8.1(c)	<p><i>[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).</i></p> <p><i>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.</i></p> <p><i>“[insert the number] ..... days after the Commencement Date” or “refer to Table 2: Partial Site Access and Possession below”.</i></p>
<b>Delay damages for the Works</b>	8.7	<i>[insert percentage] % of the Accepted Contract Amount per day.</i>
<b>Maximum amount of delay damages</b>	8.7	<i>[insert percentage not exceeding 10] % of the Accepted Contract Amount.</i>
<b>Provisional Sums</b>	13.5(b)(ii)	<p><i>[insert percentage] %</i></p> <p><i>[If there are Provisional Sums, insert a percentage, which shall, in any case, not be less than 15% for adjustment of Provisional Sums. Otherwise delete this entire CD 13.5(b)(ii).]</i></p>
<b>Adjustments for Changes in Cost</b>	13.8	<p>Period “n” applicable to the adjustment multiplier “Pn”: <i>[insert the period if different from one (1) month. Otherwise delete this entire CD 13.8.]</i></p>

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
<b>Total advance payment</b>	14.2	<i>[insert percentage]</i> % of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable <i>[insert number and timing of instalments, if applicable]</i>
<b>Repayment amortization rate of advance payment</b>	14.2(b)	<i>[insert percentage of amortization rate]</i> %
<b>Requirements for submission of Statements</b>	14.3	<i>[insert Period, consistent with CD 13.8 above; if it is "each month", delete this entire CD 14.3]</i>
<b>Percentage of Retention</b>	14.3(c)	<i>[insert percentage of retention, not exceeding 10]</i> %
<b>Limit of Retention Money</b>	14.3(c)	<i>[insert percentage of limit of retention, not exceeding 10; usually 5]</i> % of the Accepted Contract Amount
<b>Plant and Materials</b>	14.5(b)(i)	Plant and Materials for payment Free on Board: <i>[if Sub-Clause 14.5 applies, insert list of Plant and Material. Otherwise, delete this entire CD 14.5(b)(i).]</i>
<b>Plant and Materials</b>	14.5(c)(i)	Plant and Materials for payment when delivered to the Site: <i>[if Sub-Clause 14.5 applies, insert list of Plan and Material. Otherwise delete this CD 14.5(c)(i).]</i>
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	<i>[insert percentage]</i> % of the Accepted Contract Amount. <i>[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]</i>

Conditions	Sub-Clause	Data
<b>The Disbursement Procedure</b>	14.7	<p>(A) local currency: <i>[insert the relevant disbursement procedure as set forth in the Loan Agreement]</i></p> <p>(B) foreign currency: <i>[insert the relevant disbursement procedure as set forth in the Loan Agreement]</i></p> <p>The brochures describing JICA's Disbursement Procedures are available at : <i>[https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure]</i></p>
<b>Maximum total liability of the Contractor to the Employer</b>	17.6	<p><i>[If the maximum total liability of the Contractor is equivalent to the Accepted Contract Amount, delete the following in its entirety and state "This CD 17.6 is not applicable.". Otherwise select one of the two options below as appropriate]</i></p> <p>The product of <i>[insert a multiplier less or greater than one]</i> times the Accepted Contract Amount</p> <p><i>[or]</i></p> <p><i>[insert amount of the maximum total liability]</i></p>
<b>Periods for submission of insurance:</b>  a. evidence of insurance  b. relevant policies	18.1	<p><i>[insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days]</i></p> <p>_____days</p> <p>_____days</p>
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2(d)	<i>[insert maximum amount of deductibles]</i>
<b>Minimum amount of third party insurance</b>	18.3	<i>[insert amount of third party insurance; this minimum amount per occurrence should be commensurate with the risk of damage specific to the Contract]</i>

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
<b>Date by which the DB shall be appointed</b>	20.2	<i>[insert: “28 day after the Commencement Date”]</i>
<b>The DB shall be comprised of</b>	20.2	<i>[insert either: “One sole Member” or “Three Members”, as appropriate]</i>
<b>Appointment (if not agreed) to be made by</b>	20.3	<i>[insert either: “The President of FIDIC or a person appointed by FIDIC” or “The International Chamber of Commerce”, as appropriate]</i>
<b>Rules of Arbitration</b>	20.6(a)	(i) administrated by <i>[insert name of the arbitration institution. Otherwise, delete this CD 20.6 (a) (i).]</i>  (ii) conducted under <i>[insert name of the arbitration rules. Otherwise, delete this entire CD 20.6 (a) (ii).]</i>

**Table 1: Summary of Sections**

<b>Section Name/Description (Sub-Clause 1.1.5.6)</b>	<b>Time for Completion (Sub-Clause 1.1.3.3)</b>	<b>Delay Damages (Sub-Clause 8.7)</b>

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

<b>Part</b>	<b>Detailed Description</b>	<b>Number of Days for Site Access and Possession (calculated from Commencement Date)</b>

## 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 1.1.1.2 Contract Agreement**

Delete “(if any)”.

### **Sub-Clause 1.1.1.4 Letter of Tender**

In Sub-Clause 1.1.1.4 and throughout the General Conditions of Contract “Letter of Tender” is replaced with “Letter of Technical Bid and Letter of Price Bid” or “Letter of Second Stage Bid” as appropriate.

### **Sub-Clause 1.1.1.9 Appendix to Tender**

Delete the entire Sub-Clause and substitute:

**“1.1.1.9 “Contract Data”** means the pages completed by the Employer entitled Contract Data which constitute Part A of the Particular Conditions.”

As a consequence of this change, throughout the General Conditions of Contract “Appendix to Tender” is replaced by “Contract Data” except in Sub-Clause 13.8.

### **Sub-Clause 1.1.2.9 DAB**

Delete the entire Sub-Clause and substitute:

**“1.1.2.9 “DB”** means the person or three persons appointed under Sub-Clause 20.2 [*Appointment of the Dispute Board*] or Sub-Clause 20.3 [*Failure to Agree on the Composition of the Dispute Board*].”

Throughout the General Conditions of Contract and Appendix thereof, “DAB” and “Dispute Adjudication Board” are replaced with “DB” and “Dispute Board” respectively.

### **Sub-Clause 1.1.2.11 Bank**

Add the following as a new Sub-Clause:

**“1.1.2.11 “Bank”** means the financing institution named in the Contract Data.”

### **Sub-Clause 1.1.2.12 Borrower**

Add the following as a new Sub-Clause:

**“1.1.2.12 “Borrower”** means the person named as the Borrower in the Contract Data.”

- Sub-Clause 1.1.3.7  
Defect Notification  
Period** Delete “as stated in the Appendix to Tender” and substitute:  
“which extends over 365 days except if otherwise stated in the Contract Data.”
- Sub-Clause 1.1.5.5  
Plant** Delete the entire Sub-Clause and substitute:  
“**1.1.5.5 “Plant”** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.”
- Sub-Clause 1.1.5.9  
Mandatory Spare Parts** Add the following as a new Sub-Clause:  
“**1.1.5.9 “Mandatory Spare Parts”** means the spare parts listed in the Schedule entitled “Mandatory Spare Parts” of the Price Schedule included in the Contract, which are required in the Contract and to be supplied by the Contractor, prior to the completion of the Works under Sub-Clause 7.9 [*Spare Parts*] (a), for the purpose of the proper and continuing functioning of the Works after the Taking-Over of the Works by the Employer in accordance with Clause 10 [*Employer’s Taking Over*].  
  
If the said Schedule is not included in the Contract, this Sub-Clause shall not apply.”
- Sub-Clause 1.1.5.10  
Recommended Spare  
Parts** Add the following as a new Sub-Clause:  
“**1.1.5.10 “Recommended Spare Parts”** means the spare parts listed in the Schedule entitled “Recommended Spare Parts” of the Price Schedule included in the Contract, which are to be supplied by the Contractor under an agreement between the Parties in accordance with Sub-Clause 7.9(b), prior to the completion of the Works, and are necessary for the proper and continuing functioning of the Works after the Taking-Over of the Works by the Employer in accordance with Clause 10 [*Employer’s Taking Over*].  
  
If the said Schedule is not included in the Contract, this Sub-Clause shall not apply.”
- Sub-Clause 1.1.6.7  
Site** After “are to be executed”, insert “, including storage and working areas,”
- Sub-Clause 1.1.6.8  
Unforeseeable** Delete “date for submission of the Tender” and substitute:  
“Base Date”.
- Sub-Clause 1.1.6.10  
Notice of Dissatisfaction** Add the following as a new Sub-Clause:  
“**1.1.6.10 “Notice of Dissatisfaction”** means the notice given by either party to the other under Sub-Clause 20.4 [*Obtaining*

*Dispute Board's Decision*] indicating its dissatisfaction and intention to commence arbitration.”

**Sub-Clause 1.2  
Interpretation**

Add the following as a new paragraph (e):

“the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.”

Further, at the end of the Sub-Clause, add the following:

“Throughout the General Conditions of Contract, the phrase “Cost plus reasonable profit” is replaced with “Cost plus profit”. “Cost plus profit” requires the profit to be five percent (5%) of the Cost unless otherwise indicated in the Contract Data.”

**Sub-Clause 1.3  
Communications**

In the second line, delete “notices and request” and substitute: “notices, requests and discharges,”

**Sub-Clause 1.4  
Law and Language**

Delete the entire Sub-Clause and substitute:

“The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.”

**Sub-Clause 1.5  
Priority of Documents**

Delete “(d) the Particular Conditions” and substitute:

“(d) the Particular Conditions - Part A (Contract Data),  
(e) the Particular Conditions - Part B (Specific Provisions),”

Renumber the documents listed as sub-paragraph “(e)” through “(h)” as “(f)” through “(i)” accordingly.

Add the following at the end of Sub-Clause 1.5:

“ Within the Safety Specification, the Particular Safety Specification shall have priority over JICA Standard Safety Specification (JSSS), and the Safety Specification shall have priority over the other parts of the Specification in respect of health and safety matters.”

**Sub-Clause 1.6  
Contract Agreement**

In the second line, delete “unless they agree otherwise” and

substitute:

“unless the Particular Conditions establish otherwise.”

**Sub-Clause 1.8  
Care and Supply of  
Documents**

Delete “of a technical nature” from the last paragraph.

**Sub-Clause 1.12  
Confidential Details**

Delete the entire Sub-Clause and substitute:

“The Contractor’s Personnel and the Employer’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.”

**Sub-Clause 1.13  
Compliance with Laws**

In sub-paragraph (a), insert “building permit” after “zoning”.

In sub-paragraph (a), delete “(or being)” and substitute:

“(or to be)”.

At the end of sub-paragraph (b), add the following:

“, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.”.

**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 2.1  
Right of Access to the  
Site**

In the second paragraph, insert “without disruption” after “the Contractor to proceed”.

**Sub-Clause 2.2  
Permits, Licenses or  
Approvals**

Delete the entire Sub-Clause and substitute:

“The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) any permits, licenses or approvals required by the Laws of the Country:
  - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [*Compliance with Laws*];
  - (ii) for the delivery of Goods, including clearance through customs; and
  - (iii) for the export of Contractor’s Equipment when it is removed from the Site.”

**Sub-Clause 2.4  
Employer’s Financial  
Arrangements**

Delete the entire Sub-Clause and substitute:

“The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the

Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [*Contract Price and Payment*]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.”

**Sub-Clause 2.5  
Employer’s Claims**

Delete the second paragraph and substitute:

“The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.”

**Sub-Clause 3.1  
Engineer's Duties and  
Authority**

Delete the entire Sub-Clause and substitute:

“The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer’s approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- (d) any act by the Engineer in response to a Contractor’s request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (A) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- (B) Sub-Clause 13.1: instructing a Variation, except;
  - (i) in an emergency situation as determined by the

- Engineer, or
- (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (C) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
  - (D) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.”

**Sub-Clause 3.3  
Instructions of the  
Engineer**

Delete the second paragraph and substitute:

“The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).”

**Sub-Clause 3.4  
Replacement of the  
Engineer**

Delete the entire Sub-Clause and substitute:

“If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.”

**Sub-Clause 4.1  
Contractor’s General  
Obligations**

After the second paragraph, insert the following as the third paragraph:

“All equipment, material, and services to be incorporated in or required for the Works shall meet the requirements specified in Annex to Part B: Specific Provisions – Eligible Source Countries of Japanese ODA Loans hereto.”

**Sub-Clause 4.2  
Performance Security**

In the second paragraph, delete “an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions” and substitute:

“a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data or in another form approved by the Employer”.

Further, delete the fourth paragraph and substitute:

“The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract”.

Add the following as the last paragraph:

“Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer’s request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.”

**Sub-Clause 4.3  
Contractor's  
Representative**

In the second paragraph, insert “in terms of Sub-Clause 6.9 [*Contractor's Personnel*]” after “revoked.”

Add the following sentence at the end of the Sub-Clause:

“If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

In the 7<sup>th</sup> paragraph, delete “and all these persons”.

**Sub-Clause 4.4  
Subcontractors**

In the sub-paragraph (a), insert “solely” after “suppliers”.

Add the following at the end of the Sub-Clause:

“The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [*Confidential Details*] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Sub-Contractors.

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.”

**Sub-Clause 4.6  
Co-operation**

In the second paragraph, insert “to suffer delays and/or” before “to incur Unforeseeable Cost”.

**Sub-Clause 4.12  
Unforeseeable Physical  
Conditions**

In the fourth paragraph, insert “notice under” before “Sub-Clause 20.1 [*Contractor's Claims*].”

Delete the last paragraph and substitute:

“The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

**Sub-Clause 4.13  
Rights of Way and  
Facilities**

Delete the entire Sub-Clause and substitute:

“Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.”

**Sub-Clause 4.15  
Access Route**

Add “at Base Date.” at the end of the first sentence.

**Sub-Clause 4.18  
Protection of the  
Environment**

Delete the second paragraph and substitute:

“The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor’s activities shall not exceed the values stated in the Employer’s Requirements or prescribed by applicable Laws.”

**Sub-Clause 4.19  
Electricity, Water and  
Gas**

At the end of the first paragraph, add the following after “require”:

“for his construction activities and to the extent defined in the Employer’s Requirements, for the tests”

**Sub-Clause 4.20  
Employer’s Equipment  
and Free-Issue  
Materials**

“Material” in the title of the Sub-Clause 4.20 is replaced with “Materials”. Consequently, under this Sub-Clause and throughout the General Conditions of Contract, the title of Sub-Clause 4.20 is replaced by “Employer’s Equipment and Free-Issue Materials”.

**Sub-Clause 6.1  
Engagement of Staff  
and Labour**

Delete the entire Sub-Clause and substitute

“Except as otherwise stated in the Employer’s Requirements, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”

**Sub-Clause 6.2**  
**Rates of Wages and**  
**Conditions of Labour**

Add the following after the first paragraph:

“The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.”

**Sub-Clause 6.7**  
**Health and Safety**

Add the following at the end of the Sub-Clause:

“HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness program via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor’s Personnel and the local community, to promote early diagnosis and to assist affected individuals.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and Labour (including all the Contractor's employees, all Subcontractors and any other Contractor’s or Employer’s personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.

The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related Employer’s Requirements. For each component, the programme shall detail the resources to be provided or utilized and any related sub-

contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation.”

**Sub-Clause 6.12  
Foreign Personnel**

Add the following as a new Sub-Clause:

**“6.12 Foreign Personnel**

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, and national or government permission required for bringing in the Contractor’s personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.”

**Sub-Clause 6.13  
Supply of Foodstuffs**

Add the following as a new Sub-Clause:

**“6.13 Supply of Foodstuffs**

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.”

**Sub-Clause 6.14  
Supply of Water**

Add the following as a new Sub-Clause:

**“6.14 Supply of Water**

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.”

**Sub-Clause 6.15  
Measures against Insect  
and Pest Nuisance**

Add the following as a new Sub-Clause:

**“6.15 Measures against Insect and Pest Nuisance**

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide."

**Sub-Clause 6.16  
Alcoholic Liquor or  
Drugs**

Add the following as a new Sub-Clause:

**"6.16 Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel."

**Sub-Clause 6.17  
Arms and Ammunition**

Add the following as a new Sub-Clause:

**"6.17 Arms and Ammunition**

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so."

**Sub-Clause 6.18  
Festivals and Religious  
Customs**

Add the following as a new Sub-Clause:

**"6.18 Festivals and Religious Customs**

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs."

**Sub-Clause 6.19  
Funeral Arrangements**

Add the following as a new Sub-Clause:

**"6.19 Funeral Arrangements**

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works."

**Sub-Clause 6.20  
Forced Labour**

Add the following as a new Sub-Clause:

**"6.20 Forced Labour**

The Contractor shall not employ forced labour, which consists

of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour -contracting arrangements.”

**Sub-Clause 6.21  
Child Labour**

Add the following as a new Sub-Clause:

**“6.21 Child Labour**

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.”

**Sub-Clause 6.22  
Employment Records of  
Workers**

Add the following as a new Sub-Clause:

**“6.22 Employment Records of Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Records of Contractor’s Personnel and Equipment*].”

**Sub-Clause 6.23  
Workers’  
Organizations**

Add the following as a new Sub-Clause:

**“6.23 Workers’ Organizations**

In countries where the relevant labour laws recognize workers’ rights to form and to join workers’ organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers’ organizations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor’s Personnel from forming or joining workers’ organizations of

their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organizations are expected to fairly represent the workers in the workforce."

**Sub-Clause 6.24  
Non-Discrimination  
and Equal Opportunity**

Add the following as a new Sub-Clause:

**"6.24 Non-Discrimination and Equal Opportunity**

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination."

**Sub-Clause 7.4  
Testing**

In the second paragraph, insert the following before "The Contractor shall provide":

"Except as otherwise specified in the Contract,"

**Sub-Clause 7.7  
Ownership of Plant and  
Materials**

In the first paragraph, insert the following before "Each item of Plant and Materials":

"Except as otherwise specified in the Contract,"

Further in sub-paragraph (b), delete "when the Contractor is entitled to payment of the value" and substitute:

"when the Contractor is paid the corresponding value".

**Sub-Clause 7.9  
Spare Parts**

Add the following as a new Sub-clause:

"7.9 Spare Parts

- (a) The Contractor shall supply to the Employer, the Mandatory Spare Parts, prior to the completion of the Works or any Section thereof, at such timing as specified in the Contract for the operation and maintenance of the Works for the period specified in the Contract Data after the Taking-Over by the Employer.

The price of the Mandatory Spare Parts shall be included in the Contract Price.

- (b) Upon the both Parties agree on the details of the Recommended Spare Parts for the operation and maintenance of the Works for the period specified in the Contract Data including the identity, specifications and quantities of such spare parts and the terms and conditions, a Variation is issued under Clause 13 [*Variations and Adjustments*] and the price of Recommended Spare Parts shall be included in the Contract Price. The Contractor shall supply to the Employer, the Recommended Spare Parts, prior to the completion of the Works.

The price of Recommended Spare Parts shall include the purchase price and other costs relating to the supply of spare parts such as transportation, port charge and the Contractor's fees".

**Sub-Clause 8.1  
Commencement of  
Works**

Delete the entire Sub-Clause and substitute:

"Except as otherwise specified in the Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [*Employer's Financial Arrangements*]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [*Compliance with Laws*] as required for the commencement of the Works;

(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [*Advance Payment*] provided that the corresponding bank guarantee has been delivered by the Contractor.

If the said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [*Termination by Contractor*].

The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."

**Sub-Clause 8.4  
Extension of Time for  
Completion**

In the sub-paragraph (e), delete "on the Site".

**Sub-Clause 8.6  
Rate of Progress**

In the third paragraph, insert "notice under" before "Sub-Clause 2.5 [*Employer's Claims*]".

Add the following at the end of the Sub-Clause:

"Additional costs of revised methods including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [*Extension of Time for Completion*] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor."

**Sub-Clause 8.7  
Delay Damages**

In the first paragraph, insert "notice under" before "Sub-Clause 2.5 [*Employer's Claims*]".

**Sub-Clause 8.12  
Resumption of Work**

Add the following at the end of the Sub-Clause after "suspension":

"after receiving from the Engineer an instruction to this effect under Clause 13 [*Variations and Adjustments*]".

**Sub-Clause 11.3  
Extension of Defects  
Notification Period**

In the first sentence, delete "defect or damage" and substitute:

"defect or by reason of damage attributable to the Contractor".

**Sub-Clause 11.11**

In the second paragraph, delete "after the Employer receives a

- Clearance of Site** copy of the Performance Certificate” and substitute:  
“after receipt by the Contractor of the Performance Certificate”.
- Sub-Clause 12.1  
Procedure for Tests  
after completion** In the first paragraph, delete “Unless otherwise stated in the Particular Conditions” and substitute:  
“Unless otherwise stated in the Employer’s Requirements”.
- 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 13.7  
Adjustments for  
Changes in Legislation** Add the following paragraph at the end of the Sub-Clause:  
“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if

the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [*Adjustments for Changes in Cost*].”

**Sub-Clause 13.8  
Adjustments for  
Changes in Cost**

In the first paragraph, delete “included in the Appendix to Tender” and substitute:

“for local and foreign currencies included in the Schedules”.

Further in the 4th paragraph, delete “(quoted in the fourth and fifth columns respectively of the table)”.

In the fifth paragraph, delete “(stated in the table)”.

**Sub-Clause 14.1  
The Contract Price**

Add the following new sub-paragraph at the end of this Sub-Clause:

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”

*[If payment for any part of the Works is to be made on the basis of measurement, the part must be defined in the Contract, and the following text may be used:]*

The following is added at the end of the Sub-Clause:

“The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.5. Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend to examine and agree these records, they shall be accepted as accurate.

If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall notify the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so notify the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.”

**Sub-Clause 14.2**  
**Advance Payment**

Delete the entire Sub-Clause and substitute:

“The Employer shall make an advance payment, as an interest-free loan for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [*Application for Interim Payment Certificates*]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [*Performance Security*] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its

amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [*Issue of Interim Payment Certificates*], as follows:

(a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and

(b) deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [*Termination by Employer*], Clause 16 [*Suspension and Termination by Contractor*] or Clause 19 [*Force Majeure*] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [*Termination by Employer*], except for Sub-Clause 15.5 [*Employer's Entitlement to Termination for Convenience*], payable by the Contractor to the Employer.”

**Sub-Clause 14.3  
Application for Interim  
Payment Certificates**

In second line of the first paragraph, delete “Contract” and substitute:  
“Contract Data”.

**Sub-Clause 14.4  
Schedule of Payments**

In sub-paragraph (c), insert “or more” after “found to be less” and insert “or more” after “which progress is less”.

**Sub-Clause 14.6  
Issue of Interim  
Payment Certificates**

Delete the first paragraph and substitute:

“No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any, 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 14.7  
Payment**

Delete sub-paragraphs (b) and (c) 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

(c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate; or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [*Termination by Contractor*].”

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

in accordance with the JICA's Disbursement Procedures 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 14.8  
Delayed Payment**

In the second paragraph, insert the following after "the currency of payment":

"or if not available, the interbank offered rate,"

**Sub-Clause 14.9  
Payment of Retention  
Money**

Delete the entire Sub-Clause and substitute:

"When the Taking-Over Certificate has been issued for the Works, and the Works have passed all specified tests (including the Tests after completion, if any), the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However, if any work remains to be executed under Clause 11 [*Defects Liability*] or Clause 12 [*Tests After Completion*], the

Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [*Adjustments for Changes in Legislation*] and Sub-Clause 13.8 [*Adjustments for Changes in Cost*].

Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.”

**Sub-Clause 14.11  
Application for Final  
Payment Certificate**

In the second paragraph, insert the following after “as the Engineer may reasonably require”:  
“within 28 days from receipt of said draft”.

**Sub-Clause 14.13  
Issue of Final Payment**

Delete “issue, to the Employer,” in the first paragraph and

**Certificate**

substitute:

“deliver, to the Employer and to the Contractor”.

Delete sub-paragraph (a) and substitute:

“(a) the amount which he fairly determines is finally due, and”.

**Sub-Clause 14.15  
Currencies of Payment**

Delete the entire Sub-Clause 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 Second Stage 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 Price Bid or Second Stage Bid, as appropriate;
- (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 15.5  
Employer’s Entitlement  
to Termination for  
Convenience**

Add “for Convenience” at the end of the title. Consequently, throughout the General Conditions of Contract, the title of this Sub-Clause shall be replaced by “Employer’s Entitlement to Termination for Convenience”

Insert the following at the end of the first paragraph:

“or to avoid a termination of the Contract by the Contractor under Clause 16.2 [*Termination by Contractor*]”.

Further, in the second paragraph delete “Sub-Clause 19.6 [*Optional Termination, Payment and Release*]” and substitute:

“Sub- Clause 16.4 [*Payment on Termination*]”.

**Sub-Clause 15.6**

Add the following as a new Sub-Clause:

## Fraud and Corruption

### “15.6 Fraud and Corruption

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 16.1 Contractor’s Entitlement to Suspend Work

Insert the following paragraph after the first paragraph:

“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [*Employer’s Financial Arrangements*], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”

### Sub-Clause 16.2 Termination by Contractor

Delete sub-paragraph (d) and substitute:

“the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,”

Further, delete “or” at the end of sub-paragraph (f) and add the following as a new sub-paragraph (h) in the end of sub-paragraph (g):

“(h) the Contractor does not receive the Engineer’s instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause

8.1 [*Commencement of Works*].”

Insert the following as penultimate paragraph:

“In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [*Payment*] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [*Delayed Payment*], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”

**Sub-Clause 17.1  
Indemnities**

Delete sub-paragraph (b) and substitute:

“damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design, the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.”

**Sub-Clause 17.3  
Employer's Risks**

Delete “The risks referred to in Sub-Clause 17.4 below are:” in the first paragraph and substitute:

“The risks referred to in Sub-Clause 17.4 [*Consequences of Employer's Risks*] below, insofar as they directly affect the execution of the Works in the Country, are:”

Further, in sub-paragraph (b), insert “sabotage by persons other than the Contractor's Personnel” before “, revolution”.

Further, in sub-paragraph (c) “and other employees of the Contractor and Subcontractors” is deleted.

**Sub-Clause 17.4  
Consequences of  
Employer’s Risks**

Delete “reasonable profit on the Cost shall also be included” in sub-paragraph (b) and substitute:  
“Cost plus profit shall be payable”.

**Sub-Clause 17.6  
Limitation of Liability**

Delete the entire Sub-Clause and substitute:

“Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4(b) [*Consequences of Employer’s Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [*Electricity, Water and Gas*], Sub-Clause 4.20 [*Employer’s Equipment and Free-Issue Materials*], Sub-Clause 17.1 [*Indemnities*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.”

**Sub-Clause 17.7  
Use of Employer’s  
Accommodation/Facilities**

Add the following as a new Sub-Clause:

**“17.7 Use of Employer’s Accommodation/Facilities**

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any

cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.”

**Sub-Clause 18.1  
General Requirements  
for Insurances**

Delete the third paragraph and substitute:

“Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.”

Further add the following as the final paragraph:

“The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.”

**Sub-Clause 18.2  
Insurance for Works  
and Contractor’s  
Equipment**

Delete sub-paragraph (b) and substitute:

“shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,”

Further in sub-paragraph (d), insert the following after “(d) shall also cover”:

“to the extent specifically required in the bidding documents of the Contract,”

**Sub-Clause 18.4  
Insurance for  
Contractor’s Personnel**

Delete the second paragraph and substitute:

“The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury,

sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."

**Sub-Clause 19.1  
Definition of Force  
Majeure**

Insert the following in sub-paragraph (ii) before "revolution":

"sabotage by persons other than the Contractor's Personnel,"

Further in the sub-paragraph (iii) delete "and other employees of the Contractor and Subcontractors".

**Sub-Clause 19.4  
Consequences of Force  
Majeure**

At the end of sub-paragraph (b), add the following:

"including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [*Insurance for Works and Contractor's Equipment*]."

**Sub-Clause 19.7  
Release from  
Performance**

Delete "under the Law" in the title.

**Sub-Clause 20.1  
Contractor's Claims**

Insert "Within the above defined period of 42 days" before "the Engineer shall proceed" in the eighth paragraph.

Further, insert the following as a new paragraph after the eight paragraphs:

"If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*]."

**Sub-Clause 20.2  
Appointment of the  
Dispute Board**

Delete the entire Sub-Clause and substitute:

"Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*]. The Parties shall appoint a DB by the date stated in the Contract Data.

The DB shall comprise, as stated in the Contract Data, either

one or three suitably qualified persons (“the members”), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members has been agreed by the Parties and 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 or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix A 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, 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.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a 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 discharge referred to in Sub-Clause 14.12 [*Discharge*] shall have become effective.”

**Sub-Clause 20.3  
Failure to agree on the  
Composition of the  
Dispute Board**

The title of the Sub-Clause is replaced by “*Failure to agree on the Composition of the Dispute Board*”.

Throughout the General Conditions of Contract thereof, the title of Sub-Clause 20.3 is replaced by “*Failure to agree on the Composition of the Dispute Board*”.

Further, add “, or fails to approve a member nominated by the other Party,” after “(for approval by the other Party)” in subparagraph (b).

**Sub-Clause 20.4  
Obtaining Dispute  
Board’s Decision**

Delete the entire Sub-Clause 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, 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 such additional information, further 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 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. 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 a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.

In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [*Failure to Comply with Dispute Board's Decision*] and Sub-Clause 20.8 [*No Dispute Board in Place*], 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.”

**Sub-Clause 20.6  
Arbitration**

Delete the entire Sub-Clause 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 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-Clause from “20.8 *Expiry of Dispute Adjudication Board's Appointment*” to “20.8 *No Dispute Board in Place*”

Delete the entire Sub-Clause 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 2  
General  
Provisions**

Delete the entire Clause and substitute:

“Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute

Agreement shall terminate upon the expiry of this period.”

**Clause 4  
General  
Obligation  
of the  
Member**

Delete sub-paragraph 4(h) through 4(k) and substitute:

- “(h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB’s activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).”

**Clause 5  
General  
Obligation  
of Employer  
and the  
Contractor**

Add the following paragraph at the end of the Clause:

“Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.”

**Clause 6  
Payment**

Delete the entire Clause and substitute:

“The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall

be considered as payment in full for:

- (i) being available on 28 days' notice for all site visits and hearings;
- (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
- (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
- (iv) all services performed hereunder except those referred to in subparagraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

(b) a daily fee which shall be considered as payment in full for:

- (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
- (ii) each working day on Site visits, hearings or preparing decisions; and
- (iii) each day spent reading submissions in

preparation for a hearing.

(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in subparagraph (b) of this Clause;

(d) 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 retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

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.

If the Member does not receive payment of the amount due within 70 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 under Clause 7."

**Clause 7 Termination** The title of the Sub-Clause is replaced by "*Termination*".

Delete the entire Clause and substitute:

"At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights,

terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.”

**Clause 8  
Default of  
Member**

The title of the Sub-Clause is replaced by “*Default of Member*”.

Delete the entire Clause and substitute:

“If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he 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 by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.”

**Clause 9  
Disputes**

Add the following as a new Clause:

**“Clause 9 Disputes**

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 by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of

Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.”

**Annex  
PROCEDURAL  
RULES**

Delete the entire Rules and substitute:

- “
1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
  2. The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.
  3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
  4. 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 performance of the Contract. 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.

5. If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, 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.
6. 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.
7. 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.
8. 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.

9. 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, 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 Members not to make a decision.”

**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 Contactor, and for the goods and services to be supplied under the Contract, as included in Section V, which should be drafted citing all relevant information and provisions from the Loan Agreement.]*

## Guidance for preparing Project Specific Provisions

### Notes for the Employer

The Dispute Board (DB) provided for in GC Clause 20 to be read conjunction with the Part B: Specific Provisions of the PC 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 stated as below.

Conditions	Sub-Clause	Data
<b>Date by which the DB shall be appointed</b>	20.2	<i>[insert “This CD 20.2 is not applicable.”]</i>

Also, the relevant SP shall be revised as below.

**Sub-Clause 13.5  
Provisional Sums**

Delete SP Sub-Clause 13.5 entirely and add the following at the end of Sub-Clause 13.5 in GC:

“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.”

<b>Sub-Clause 20.2 Appointment of the Dispute Board</b>	Delete SP Sub-Clause 20.2 and restore the original Sub-Clause 20.2 in GC.
<b>Sub-Clause 20.3 Failure to agree on the Composition of the Dispute Board</b>	Delete SP Sub-Clause 20.3 and restore the original Sub-Clause 20.3 in GC.
<b>Sub-Clause 20.4 Obtaining Dispute Board’s Decision</b>	Delete SP Sub-Clause 20.4 and restore the original Sub-Clause 20.4 in GC.
<b>Appendix General Conditions of Dispute Board Agreement</b>	Delete SP “Appendix General Conditions of Dispute Board Agreement” entirely and restore the original “Appendix”.
<b>Annex PROCEDURAL RULES</b>	Delete SP “Annex PROCEDURAL RULES” entirely and restore the original “Annex”.

**No use of DB**

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

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

# Section IX. Contract Forms

## Table of Forms

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## Letter of Acceptance

*[insert letterhead paper of the Employer]*

*[insert date]*

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the BDS]* for the Accepted Contract Amount of the equivalent of *[insert amount in words and figures]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by *[insert name of Employer]*.

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

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

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

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

Attachment: Memoranda (*insert list of memoranda (if any) as referred in Sub-Clause 1.1.1.3*)

[Option A: Single-Stage 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) addenda, if any;
  - (e) the Particular Conditions;
  - (f) the General Conditions;
  - (g) the Employer’s Requirements;
  - (h) the completed Schedules;
  - (i) the Contractor’s Proposal and any other documents;
  - (j) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans; and
  - (k) the Bidder’s Safety Declaration (Form JSSS/BSD).
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

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

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

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

for and on behalf the Contractor in the  
presence of:

Witness;

Name :

Signature :

Address :

Witness;

Name :

Signature :

Address :

Date :

Date :

[Option B: Two-Stage 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 [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 Second Stage Bid;
  - (c) addenda, if any;
  - (d) the Particular Conditions;
  - (e) the General Conditions;
  - (f) the Employer’s Requirements;
  - (g) the completed Schedules;
  - (h) the Contractor’s Proposal and any other documents;
  - (i) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans; and
  - (j) the Bidder’s Safety Declaration (Form JSSS/BSD).
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

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

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

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

for and on behalf the Contractor in the  
presence of:

Witness;

Name :

Signature :

Address :

Witness;

Name :

Signature :

Address :

Date :

Date :

# Performance Security

## Option 1: Demand Guarantee

### 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]*),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

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

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

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[*signature(s)*]

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

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<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9.*

## 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 may 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]*)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

- (a) 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*],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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[*signature(s)*]

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

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion.*

## Retention Money Security

### Demand Guarantee

[insert Guarantor letterhead or SWIFT identifier code]

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

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

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words])<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the

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

Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

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

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

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

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[*signature(s)*]

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

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<sup>2</sup> *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9.*



Japan International Cooperation Agency

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