

**WORKS**

# ***STANDARD BIDDING DOCUMENTS UNDER JAPANESE ODA LOANS***

PROCUREMENT OF WORKS



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

***October 2012***

version 1.1



# Preface

These Standard Bidding Documents for Procurement of Works (SBD (Works)) have been prepared by Japan International Cooperation Agency (JICA).

These SBD (Works) are consistent with the Guidelines for Procurement under Japanese ODA Loans, April 2012 and their use is **required** for civil works contracts to be financed, in whole or in part, by JICA under the aforesaid Guidelines. The use of these SBD (Works) is also encouraged for contracts under the Guidelines for Procurement published in October 1999 or March 2009, as these SBD (Works) reflect recent best practices of public procurement and JICA's policy.

These SBD (Works) are to be used for the procurement of admeasurement (unit price or rate) type of works through International Competitive Bidding (ICB). These SBD (Works) are not suitable for lump sum contracts without substantial changes to the method of payment and price adjustment, and to the Bill of Quantities, Schedules of Activities, and so forth.

The structure and the provisions of these SBD (Works) are harmonized with the Standard Bidding Documents for Procurement of Works of the Multilateral Development Banks, except where specific considerations within JICA have required a change.

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

## Summary Description

These Standard Bidding Documents for Procurement of Works (SBD (Works)) include both One-Envelope (Option A) and Two-Envelope (Option B) bidding procedures to be chosen by the Employer as appropriate to each circumstance. These SBD (Works) apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents should be selected as applicable). A brief description of these documents is given below.

### SBD for Procurement of Works

#### Invitation for Bids (IFB)

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

#### PART 1 – BIDDING PROCEDURES

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

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

This Section provides relevant information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

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

This Section includes provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

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

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

This Section provides relevant information to help Bidders prepare their technical and price Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

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

This Section includes provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

**Section III. Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the lowest evaluated Bid and the qualifications of the Bidder to perform the contract. Two alternative Sections III, Evaluation and Qualification Criteria are provided to address the possibility of having or not having prequalification of Bidders.

**Section IV: Bidding Forms**

This Section includes the forms which are to be completed by the Bidder and submitted as part of his Bid.

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

This Section contains information regarding eligible source countries under Japanese ODA Loans.

**PART 2 – WORKS REQUIREMENTS****Section VI. Works Requirements**

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

**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, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions and shall be prepared by the Employer.

**Section IX: Annex to the Particular Conditions - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

## Notes for Users

The use of these Standard Bidding Documents for Procurement of Works (SBD (Works)) published by JICA is **required** for all civil works contracts to be financed by Japanese ODA Loans.

These SBD (Works) have been prepared as standard documents, which shall be used without suppressing or adding text to the standard sections of the document to be used without modification, 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 Documents prepared by the Employer contain modifications from the Standard ITB and/or Standard GC included in these SBD (Works), JICA will not consider them valid and the Standard ITB and/or Standard GC, as defined above, shall apply.**

The process of prequalification shall follow the procedure specified in the *Standard Prequalification Documents under Japanese ODA Loans*, published by JICA. Prequalification is in principle required in advance of bidding for large or complex works. An alternative Section III, Evaluation and Qualification Criteria, is also provided to address the possibility of carrying out the assessment of the qualification criteria at the bidding stage.

All information and data particular to each individual contract and required by the Bidders in order to prepare responsive Bids must be provided by the Employer, prior to issuing the Bidding Documents, in the Bid Data Sheet (Section II), the Evaluation and Qualification Criteria (Section III), the Eligible Source Countries of Japanese ODA Loans (Section V), the Works Requirements (Section VI), the Particular Conditions (Section VIII), and the Annex to the Particular Conditions – Contract Forms (Section IX). Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions of Contract.

The following directions should be observed when using these SBD (Works):

- (i) Specific details, such as the name of the Employer, address for Bid submission, etc., should be furnished in the spaces indicated by italicized notes inside brackets.
- (ii) The footnotes, “boxed” notes and italicized notes in these SBD (Works), except those applying to forms to be filled out by Bidders or instructions for the Bidders, are not part of the Bidding Documents, but contain guidelines and instructions for the Employer. Do not incorporate them in the actual Bidding Documents.
- (iii) Where alternative Clauses or texts are shown, select those which best suit the particular works and discard the alternative text which is not used.

The time allowed for preparing and submitting Bids should not be too short and should be adequate enough for Bidders to properly study the Bidding Documents, visit the site and prepare complete and responsive Bids.

A form of Invitation for Bids, which is not part of the Bidding Documents, is given below for reference.

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# BIDDING DOCUMENTS

for

## Procurement of

*[insert identification of the Works]*

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

**Country:** *[insert name of Country]*

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

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

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# Invitation for Bids: Following Prequalification

## Notes on Invitation for Bids

The Invitation for Bids for contracts, subject to prequalification, is sent only to firms determined by the Employer to be qualified in accordance with the Employer's prequalification procedure. This prequalification procedure must be reviewed and commented on by JICA if the potential contract is to be eligible for JICA financing (see the relevant Section of the Guidelines for Procurement under Japanese ODA Loans).

Ideally, the Invitation for Bids is sent to the qualified Bidders at the time that the prequalification results are announced.

For large or complex works, prequalification is in principle required. If prequalification is not used, the appropriate Invitation for Bids form shall be used.

The Invitation for Bids should be consistent with the information contained in Section II - Bid Data Sheet.



## **Form of Invitation for Bids**

Date: *[insert date of issuance of IFB]*

Loan Agreement N<sup>o</sup>: *[insert Loan Agreement number]*

IFB N<sup>o</sup>: *[insert number of IFB]*

1. The *[insert name of Borrower]* has received<sup>1</sup> a loan from Japan International Cooperation Agency (JICA) towards the cost of *[insert name of Project]*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract<sup>2</sup> for *[insert title of contract]*.
2. The *[insert name of the Employer]* now invites sealed Bids from prequalified eligible Bidders for the construction and completion of *[insert name of the works]* (“the Works”).
3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
4. Prequalified eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of *[insert name of appropriate purchasing unit]*<sup>3</sup> *[insert mailing address of appropriate office for inquiry and issuance of Bidding Documents and cable, telex, and/or facsimile numbers]*.
5. A complete set of Bidding Documents 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 Borrower’s currency or in a convertible currency]*.<sup>4</sup>
6. Bids must be delivered to the address above<sup>5</sup> on or before *[insert time]* on *[insert date]*<sup>6</sup> and must be accompanied by a security of *[insert fixed sum]*.
7. Bids will be opened in the presence of Bidders’ representatives who choose to attend at *[insert time and date]* at the offices of *[insert address of appropriate office]*.

*[Insert name of office]*

*[Insert name of person in charge officer]*

*[Insert postal address]* and/or *[Insert street address]*

*[Insert telephone number, indicate country and city code]*

*[Insert facsimile or cable number]*

*[Insert E-mail address]*

### **Notes**

1. Substitute “has applied for,” if appropriate.
2. Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 4 and renumber paras 4 - 7 as follows: “Bidders may bid for one or several contracts, as further defined in the

Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.”

3. The office for inquiry and issuance of Bidding Documents and that for Bid submission may or may not be the same.
4. The fee, to defray printing and mailing/shipping costs, should be nominal.
5. Substitute the Employer’s address for Bid submission if different from its address for inquiry and issuance of Bidding Documents.
6. The time allowed for preparation of the Bid submission should be sufficient for Bidders to gather all the information required - preferably sixty (60) days, but in any case not less than forty-five (45) days after the date when the documents are available for distribution or the date of the advertisement, whichever is later. This period may be longer for very large projects, where time should be allowed for the formation of joint ventures and assembly of the necessary resources, and/or scrutiny of the Bidding Documents.

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# Invitation for Bids: Without Prequalification

## Notes on Invitation for Bids

If Bids are invited openly from contractors 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 Borrower's country; and
- (b) with sending copies of the invitation to JICA.

The Invitation for Bids provides information that enables potential Bidders to decide whether to participate. Apart from a summary description of the works, the Invitation for Bids should also indicate any important Bid evaluation criteria (for example, technical alternatives) or qualification requirement (for example, a requirement for a minimum level of experience in similar works for which the Invitation for Bids is issued).

The Invitation for Bids should be consistent with the information contained in Section II - Bid Data Sheet.



## **Form of Invitation for Bids**

Date: *[date of issuance of IFB]*

Loan Agreement N°: *[insert Loan Agreement number]*

IFB N°: *[insert number of Invitation for Bids]*

1. The *[insert name of Borrower]* has received<sup>1</sup> a loan from Japan International Cooperation Agency (JICA) towards the cost of *[insert name of Project]*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract<sup>2</sup> for *[insert title of contract]*.
2. The *[insert name of the Employer]* now invites sealed Bids from eligible Bidders for the construction and completion of *[insert brief description of the works]*<sup>3</sup> (“the Works”).
3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
4. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of *[insert name of appropriate purchasing unit]*<sup>4</sup> *[insert mailing address of appropriate office for inquiry and issuance of Bidding Documents and cable, telex, and/or facsimile numbers]*.
5. A complete set of Bidding Documents 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 Borrower’s currency or in a convertible currency]*.<sup>5</sup>
6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Standard Bidding Documents under Japanese ODA Loans for the Procurement of Works.
7. Bids must be delivered to the address above<sup>6</sup> on or before *[insert time]* on *[insert date]*<sup>7</sup> and must be accompanied by a security of *[insert fixed sum]*.
8. Bids will be opened in the presence of Bidders’ representatives who choose to attend at *[insert time and date]* at the offices of *[insert address of appropriate office]*.

*[Insert name of office]*

*[Insert name of person in charge officer]*

*[Insert postal address] and/or [Insert street address]*

*[Insert telephone number, indicate country and city code]*

*[Insert facsimile or cable number]*

*[Insert E-mail address]*

**Notes**

1. Substitute “has applied for,” if appropriate.
2. Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 4 and renumber paras 4 - 8 as follows: “Bidders may bid for one or several contracts, as further defined in the Bidding Documents. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.”
3. A brief description of the Works or Goods 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 Documents may require Bidders to have specialized experience or capabilities; such requirements should also be included in this paragraph.
4. The office for inquiry and issuance of Bidding Documents and that for Bid submission may or may not be the same.
5. The fee, to defray printing and mailing/shipping costs, should be nominal.
6. Substitute the Employer’s address for Bid submission if different from its address for inquiry and issuance of Bidding Documents.
7. The time allowed for preparation of the Bid submission should be sufficient for Bidders to gather all the information required - preferably sixty (60) days, but in any case not less than forty-five (45) days after the date when the documents are available for distribution or the date of the advertisement, whichever is later. This period may be longer for very large projects, where time should be allowed for the formation of joint ventures and assembly of the necessary resources, and/or scrutiny of the Bidding Documents.



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## **PART 1 – BIDDING PROCEDURES**



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## **OPTION A: One-Envelope Bidding**



## Section I. Instructions to Bidders

### Notes on Instructions to Bidders

Section I, Instructions to Bidders, provides the information necessary for Bidders to prepare responsive Bids in accordance with the requirements of the Employer. It also gives information on Bid submission, opening, and evaluation, and on the award of the Contract.

The use of the Standard Instructions to Bidders set forth in Section I of these Standard Bidding Documents for the Procurement of Works (version 1.1) published by JICA in October, 2012 (hereafter referred to as “Standard ITB”), in all Bidding Documents for construction works financed by Japanese ODA Loans is **required**, and they shall be used without modification. 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 will not be part of the Contract.



## Section I. Instructions to Bidders

*[Note to the Employer: The Instructions to Bidders governing this bidding process are the Standard Instructions to Bidders included in **Option A: One-Envelope Bidding**, of the Standard Bidding Documents for Procurement of Works (SBD (Works)) (version 1.1) published by JICA in October 2012.*

*A copy of the Standard Instructions to Bidders may be attached to the Bidding Documents prepared by the Employer for reference purposes only. If the Instructions to Bidders in the Bidding Documents prepared by the Employer contain modifications from the Standard Instructions to Bidders, JICA will not consider them valid and the Standard Instructions to Bidders, as defined above, shall apply.*

***Instead of attaching a copy of the Standard Instructions to Bidders, the Employer may use the following introductory text.]***

The Instructions to Bidders governing this bidding process are the “Instructions to Bidders” included in **Option A: One-Envelope Bidding**, Section I, of the Standard Bidding Documents for Procurement of Works (version 1.1), published by JICA in October, 2012. Those Instructions to Bidders are available on the JICA’s web site shown below:

[http://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)

A copy of these Instructions to Bidders is not attached to these Bidding Documents.





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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**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (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; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from 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 **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract(s) for which these Bidding Documents are 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 will take appropriate measures for finance.
3. **Corrupt and Fraudulent Practices**
  - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, 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 Bidder or 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 corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (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.

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

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three

(3) years have passed since such debarment decision.

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 the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on 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, or (ii) three (3) years have passed since such debarment decision. 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 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

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

- 4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. 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.
- 4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed 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 the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) 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 Bidder or as a member of a JV. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.

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

4.3 A Bidder, and all members constituting the Bidder, shall be from any of the eligible source countries as indicated in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 A 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 prequalified Bidders unless **specified in the BDS.**

4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## 5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## **B. Contents of Bidding Documents**

### **6. Sections of Bidding Documents**

- 6.1 The Bidding Documents consist 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
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

#### **PART 2 Works Requirements**

- Section VI. Works Requirements

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

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

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents 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 Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents 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 Documents 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 at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 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 one (1) week before the



meeting.

- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by 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 Documents in accordance with ITB 6.3. Any modification to the Bidding Documents 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 Documents**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents 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 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**

- 11.1 The Bid shall comprise the following:

**Comprising the Bid**

- (a) Letter of Bid
- (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
- (c) Bid Security, in accordance with ITB 19;
- (d) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
- (e) alternative Bids, if permissible, in accordance with ITB 13;
- (f) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Technical Proposal in accordance with ITB 16; and
- (i) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

**12. Letter of Bid and Schedules**

12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared 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 except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1 **Unless otherwise specified in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design

as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

- 13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VI, Works Requirements.

#### **14. Bid Prices and Discounts**

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise specified in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the

Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

## **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 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15.3 The foreign currency requirements generally include the following:

- (a) expatriate staff and labour employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel - expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required

for the Works;

- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

**16. Documents  
Comprising the  
Technical Proposal**

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

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

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, 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, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria 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.
- 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 (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) 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 fourteen (14) days after the date of the Invitation for Bids.

**18. Period of Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request 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, 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, to determine the Contract price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
  - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

**19. Bid Security**

- 19.1 The Bidder shall furnish as part of its Bid, a Bid Security in the amount and currency **specified in the BDS**.
- 19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security **specified in the BDS**,
- from a reputable source from an eligible source country. If the unconditional guarantee is issued by a 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 unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a Performance Security in accordance with ITB 42.

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 and ITB 11.2.

## **20. Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance

with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies 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 consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. 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 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

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

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

- 21.1 The Bidder shall enclose the original and all copies of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this bidding process specified in BDS 1.1; and
  - (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the



misplacement or premature opening of the Bid.

**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 Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

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

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

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). 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 envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

**25. Bid Opening**

25.1 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all 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.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids;
- (d) the presence or absence of a Bid Security; and
- (e) any other details as the Employer may consider appropriate.

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

25.4 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; and the presence or absence of a Bid Security. 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.

## **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 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 40.
- 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 a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

### **27. Clarification of Bids**

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

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

- 28.1 During the evaluation of Bids, the following definitions apply:
  - (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29. Preliminary Examination of Bids**

- 29.1 The Employer shall examine the Bid to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
  - (a) Letter of Bid;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) Bid Security;
  - (d) Technical Proposal in accordance with ITB 16; and
  - (e) Priced Bill of Quantities.

**30. Qualification of the Bidder**

- 30.1 The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids. However, if prequalification 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, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant ITB 17.
- 30.3 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 if the assessment of the Bidder's qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 30.1, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

**31. Determination of Responsiveness**

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

## ITB 11.

31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents 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 Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

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

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

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

**32. Nonmaterial  
Nonconformities**

32.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

32.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be

adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

**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) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

**34. Conversion to  
Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**

**35. Subcontractors**

35.1 **Unless otherwise stated in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).

35.2 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification

requirements specified in Section III, Evaluation and Qualification Criteria.

- 35.3 In case Prequalification was conducted prior to the bidding process, the Bidder's Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 17.2.

## **36. Evaluation of Bids**

- 36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

- 36.2 To evaluate a Bid, the Employer shall consider the following:

- (a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3;
- (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;

- 36.3 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.

- 36.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and

### Qualification Criteria.

- 36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, 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.
- 37. Comparison of Bids** 37.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 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

- 39. Award Criteria** 39.1 Subject to ITB 38.1, 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 Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 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"). At the same time, the Employer shall also notify all other Bidders



of the results of the bidding.

40.2 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;
- (d) name and address of supplier; and
- (e) award date and amount of the contract.

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

40.4 After notification of award, unsuccessful Bidders may request in writing to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests a debriefing.

**41. Signing of Contract** 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

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

**42. Performance Security** 42.1 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 General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - 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.

- 42.2 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.

## Section II. Bid Data Sheet

### Notes on Bid Data Sheet

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

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Employer must specify in the BDS only the information that the ITB request 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.



## Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: <i>[insert number of the Invitation for Bids]</i>
<b>ITB 1.1</b>	The Employer is: <i>[insert name of the Employer]</i>
<b>ITB 1.1</b>	The name, identification and number of the lot(s) (contract(s)) comprising this ICB are: <i>[insert number and identification of lot(s) (contract(s))]</i>
<b>ITB 2.1</b>	The Borrower is: <i>[insert name of the Borrower]</i>
<b>ITB 2.1</b>	The number of the Loan Agreement is: <i>[insert Loan Agreement Number]</i> The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i> The signed date of the Loan Agreement is: <i>[insert signed date of the Loan Agreement]</i>
<b>ITB 2.1</b>	The name of the Project is: <i>[insert name of the project]</i>
<b>ITB 2.2</b>	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in <i>[insert one of the following: April 2012, March 2009, or October 1999]</i> .
<b>ITB 3.1(c)</b>	A list of debarred firms and individuals is available at the World Bank's website: <a href="http://www.worldbank.org/debar">www.worldbank.org/debar</a>
<b>ITB 4.5</b>	This bidding <i>[select "is" or "is not", as appropriate]</i> subject to prequalification.
<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b><u>clarification purposes</u></b> only, the Employer's address is: Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> Telephone: <i>[insert telephone number, including country and city codes]</i> Facsimile number: <i>[insert facsimile number, including country and city codes]</i> Electronic mail address: <i>[insert email address, if applicable]</i>
<b>ITB 7.1</b>	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.  <i>[Insert the Employer's web page if responses to requests for clarifications will be published on the Employer's web page, otherwise omit.]</i>

<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 “Not Applicable” 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 conducted by the Employer <i>[insert “will be” or “will not be”, as appropriate]</i> organized.</p>
<b>ITB 8.2</b>	Addenda, if any, <i>[select “will” or “will not”, as appropriate]</i> be published on the Employer’s web page.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <i>[insert one of the following: Japanese, English, Spanish or French.]</i>
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p><i>[List any additional document not already listed in ITB 11.1 that must be submitted with the Bid.]</i></p>
<b>ITB 13.1</b>	<p><i>[The following provision should be included and the required corresponding information inserted only if alternative Bids will be considered. Otherwise delete this BDS 13.1.]</i></p> <p>Alternative Bids <i>[insert “shall be”]</i> permitted.</p>
<b>ITB 13.2</b>	<p>Alternative times for completion <i>[insert “will be” or “will not be”, as appropriate]</i> permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 13.4</b>	<p>Alternative technical solutions shall be permitted for the following parts of the Works: <i>[List the parts of the works]</i></p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 14.5</b>	<p><i>[Price adjustment is mandatory for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high. The following provision should be included and the required corresponding information inserted only if the prices quoted by the Bidder are not subject to price adjustment. Otherwise delete this BDS 14.5.]</i></p> <p>The prices quoted by the Bidder shall be: <i>[insert “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price</i></p>

	<i>adjustment formulae in the Schedule of Adjustment Data”]</i>
<b>ITB 14.7</b>	<p><i>[The following provision should be included and the corresponding information inserted only if duties, taxes and other levies will be exempted, reimbursed, or paid by the Employer on behalf of the Contractor. Otherwise delete this BDS 14.7.]</i></p> <p>Duties, taxes and other levies indicated below shall be <i>[choose one of the following: “exempted”, reimbursed, “paid by the Employer on behalf of the Contractor”, as appropriate.]</i>:</p> <p><i>[List duties, taxes and other levies.]</i></p>
<b>ITB 15.1</b>	<p>The currency(ies) of the Bid shall be as described below:</p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in <i>[insert the name of the currency of the Employer’s country]</i>, the name of the currency of the Employer’s country, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in <i>[insert Japanese Yen and/or other international trading currency or currencies]</i>.</p>
<b>ITB 18.1</b>	<p>The Bid validity period shall be <i>[insert a number of days]</i> days.</p> <p><i>[This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.]</i></p>
<b>ITB 18.3 (a)</b>	<p>The Bid Price shall be adjusted by the following factor: <i>[insert factor for adjustment]</i></p> <p><i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>
<b>ITB 18.3 (b)</b>	<p>The fixed portion of the Bid Price shall be adjusted by the following factor: <i>[insert factor for adjustment]</i></p> <p><i>[The local currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>

<b>ITB 19.1</b>	The amount and currency of the Bid Security shall be <i>[Insert amount and currency of the Bid Security. The amount should be approximately 2% of the estimated cost of the contract.]</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>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>[Insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid.]</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is :</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p><b>The deadline for Bid submission is:</b></p> <p>Date: <i>[insert day, month, and year]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City : <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert day, month, and year]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 34.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: <i>[insert Japanese Yen or another single currency]</i></p> <p>The source of exchange rate shall be: <i>[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer's Country).]</i></p>



	<p>The date for the exchange rate shall be: <i>[Insert day, month and year, e.g. 15 June, 2008, the date not earlier than 30 days prior to, nor later than, the date of Bid opening specified in ITB 25.1.]</i></p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
<b>ITB 35.1</b>	<p><i>[Insert the following only if the Employer intends to execute any specific elements of the Works by subcontractors selected in advance (nominated subcontractors). Otherwise delete this BDS 35.1.]</i></p> <p>At this time the Employer intends to execute certain specific parts of the Works by subcontractors selected in advance. <i>[List the specific parts of the Works and the respective nominated subcontractors.]</i></p>



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## **OPTION B: Two-Envelope Bidding**



## Section I. Instructions to Bidders

### Notes on the Instructions to Bidders

Section I, Instructions to Bidders, provides the information necessary for Bidders to prepare responsive Bids in accordance with the requirements of the Employer. It also gives information on Bid submission, opening, and evaluation, and on the award of the Contract.

The use of the Standard Instructions to Bidders set forth in Section I of these Standard Bidding Documents for the Procurement of Works (version 1.1) published by JICA in October, 2012 (hereafter referred to as “Standard ITB”), in all Bidding Documents for construction works financed by Japanese ODA Loans is **required**, and they shall be used without modification. 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 will not be part of the Contract.



## Section I. Instructions to Bidders

*[Note to the Employer: The Instructions to Bidders governing this bidding process are the Standard Instructions to Bidders included in **Option B: Two-Envelope Bidding**, of the Standard Bidding Documents for Procurement of Works (SBD (Works)) (version 1.1) published by JICA in October 2012.*

*A copy of the Standard Instructions to Bidders may be attached to the Bidding Documents prepared by the Employer for reference purposes only. If the Instructions to Bidders in the Bidding Documents prepared by the Employer contain modifications from the Standard Instructions to Bidders, JICA will not consider them valid and the Standard Instructions to Bidders, as defined above, shall apply.*

***Instead of attaching a copy of the Standard Instructions to Bidders, the Employer may use the following introductory text.]***

The Instructions to Bidders governing this bidding process are the “Instructions to Bidders” included in **Option B: Two-Envelope Bidding**, Section I, of the Standard Bidding Documents for Procurement of Works (version 1.1), published by JICA in October, 2012. Those Instructions to Bidders are available on the JICA’s web site shown below:

[http://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)

A copy of these Instructions to Bidders is not attached to these Bidding Documents.





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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**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (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; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from 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 **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract(s) for which these Bidding Documents are 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 will take appropriate measures for finance.
3. **Corrupt and Fraudulent Practices**
  - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, 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 Bidder or 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 corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (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.

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

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three

(3) years have passed since such debarment decision.

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 the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on 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, or (ii) three (3) years have passed since such debarment decision. 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 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

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

- 4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. 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.
- 4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed 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 the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) 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 Bidder or as a member of a JV. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.

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

4.3 A Bidder, and all members constituting the Bidder, shall be from any of the eligible source countries as indicated in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 A 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 prequalified Bidders unless **specified in the BDS.**

4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## 5. Eligible Materials, Equipment, and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## **B. Contents of Bidding Documents**

- 6. Sections of Bidding Documents** 6.1 The Bidding Documents consist 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
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

### **PART 2 Works Requirements**

- Section VI. Works Requirements

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

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

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents 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 Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents 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 Documents 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 at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 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 one (1) week before the



meeting.

- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by 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 Documents in accordance with ITB 6.3. Any modification to the Bidding Documents 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 Documents**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents 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 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**

- 11.1 The Bid shall comprise two envelopes submitted

**Comprising the Bid**

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;
- (b) Bid Security, in accordance with ITB 19;
- (c) alternative bids, if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (f) Technical Proposal in accordance with ITB 16;
- (g) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative.
- (h) Any other document **required in the BDS**.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and 14;
- (c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (d) Any other document **required in the BDS**.

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

**12. Letters of Bid and Schedules**

12.1 The Letters of Technical Bid and Price Bid and the Schedules, including the Bill of Quantities, shall be prepared 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 except as

provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

### **13. Alternative Bids**

- 13.1 **Unless otherwise specified in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VI, Works Requirements.

### **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 Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Price Bid, in

accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

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

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

14.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Letter of Price Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

## **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 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15.3 The foreign currency requirements generally include the

following:

- (a) expatriate staff and labour employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel - expenses;
- (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

**16. Documents  
Comprising the  
Technical Proposal**

- 16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

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

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, 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, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria 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.

- 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 (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) 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 fourteen (14) days after the date of the Invitation for Bids.

#### **18. Period of Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request 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, 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, to determine the Contract price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
  - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

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

from a reputable source from an eligible source country. If the unconditional guarantee is issued by a 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 unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42.

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 41; or
- (ii) furnish a Performance Security in accordance with ITB 42.

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 and ITB 11.4.

## **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 Bid as described in ITB 11 and clearly mark them "ORIGINAL – TECHNICAL BID" and "ORIGINAL – PRICE BID". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." 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 "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies 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 consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. 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 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

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

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

21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if



permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL – PRICE BID”, “COPY– TECHNICAL BID”, “COPY – PRICE BID”, and “ALTERNATIVE”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1; and
- (c) bear 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 bear a warning not to open 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 bear a warning not to open until advised by the Employer, in accordance with ITB 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**22. Deadline for Submission of Bids**

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

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the 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 by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with

ITB 20.2, (except that withdrawal notices do not require copies). 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 envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “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 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 specified time of their opening in accordance with ITB 25.7.

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 Substitution Technical Bid and/or 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 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 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, will remain unopened in accordance with ITB 25.1.

25.5 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 modification;
- (c) the presence or absence of a Bid Security; and
- (d) any other details as the Employer may consider appropriate.

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

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals and 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.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite 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 Bidders sufficient time to make arrangements for attending the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the Bid Prices, including any discounts and alternative Bids; and
- (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected 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: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative Bids. 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.

## **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 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 40.

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 a 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 arithmetic 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 Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29. Preliminary Examination of Technical Bids**

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation 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) written confirmation of authorization to commit the Bidder;
- (c) Bid Security; and
- (d) Technical Proposal in accordance with ITB 16;

**30. Qualification of the Bidder**

30.1 The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification 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, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant ITB 17.

30.3 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 if the assessment of the Bidder's qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 30.1, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

**31. Determination of Responsiveness of Technical Bid**

31.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.2.

31.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents 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 Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

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

### **32. Nonmaterial Nonconformities**

32.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

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. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

### **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) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price

and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

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

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**

#### **35. Subcontractors**

35.1 **Unless otherwise stated in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).

35.2 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.

35.3 In case Prequalification was conducted prior to the bidding process, the Bidder's Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 17.2.



**36. Evaluation of Price Bids**

- 36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 36.2 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3;
  - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;
- 36.3 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.
- 36.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments,

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.

- 37. Comparison of Bids** 37.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 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**

- 39. Award Criteria** 39.1 Subject to ITB 38.1, 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 Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 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"). At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 40.2 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;

(d) name and address of supplier; and

(e) award date and amount of the contract.

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

40.4 After notification of award, unsuccessful Bidders may request in writing to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests a debriefing.

**41. Signing of Contract** 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

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

**42. Performance Security** 42.1 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 General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - 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.

42.2 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.



## Section II. Bid Data Sheet

### Notes on Bid Data Sheet

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

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Employer must specify in the BDS only the information that the ITB request 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.



## Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: <i>[insert number of the Invitation for Bids]</i>
<b>ITB 1.1</b>	The Employer is: <i>[insert name of the Employer]</i>
<b>ITB 1.1</b>	The name, identification and number of the lot(s) (contract(s)) comprising this ICB are: <i>[insert number and identification of lot(s) (contract(s))]</i>
<b>ITB 2.1</b>	The Borrower is: <i>[insert name of the Borrower]</i>
<b>ITB 2.1</b>	The number of the Loan Agreement is: <i>[insert Loan Agreement number]</i> The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i> The signed date of the Loan Agreement is: <i>[insert signed date of the Loan Agreement]</i>
<b>ITB 2.1</b>	The name of the Project is: <i>[insert name of the Project]</i>
<b>ITB 2.2</b>	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in <i>[insert one of the following: April 2012, March 2009, or October 1999]</i> .
<b>ITB 3.1(c)</b>	A list of debarred firms and individuals is available at the World Bank's website: <a href="http://www.worldbank.org/debar">www.worldbank.org/debar</a>
<b>ITB 4.5</b>	This bidding <i>[select "is" or "is not", as appropriate]</i> subject to prequalification.
<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b><u>clarification purposes</u></b> only, the Employer's address is: Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> Telephone: <i>[insert telephone number, including country and city codes]</i> Facsimile number: <i>[insert facsimile number, including country and city codes]</i> Electronic mail address: <i>[insert email address, if applicable]</i>
<b>ITB 7.1</b>	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.  <i>[Insert the Employer's web page if responses to requests for clarifications will be published on the Employer's web page, otherwise omit.]</i>

<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 “Not Applicable” 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 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 (h)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <p><i>[List any additional document not already listed in ITB 11.2 that must be submitted with the Technical Bid.]</i></p>
<b>ITB 11.3 (d)</b>	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <p><i>[List any additional document not already listed in ITB 11.3 that must be submitted with the Price Bid.]</i></p>
<b>ITB 13.1</b>	<p><i>[The following provision should be included and the required corresponding information inserted only if alternative Bids will be considered. Otherwise delete this BDS 13.1.]</i></p> <p>Alternative Bids <i>[insert “shall be”]</i> permitted.</p>
<b>ITB 13.2</b>	<p>Alternative times for completion <i>[insert “will be” or “will not be”, as appropriate]</i> permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 13.4</b>	<p>Alternative technical solutions shall be permitted for the following parts of the Works: <i>[List the parts of the works]</i></p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 14.5</b>	<i>[Price adjustment is mandatory for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high. The following provision should be included and the required corresponding</i>



	<p><i>information inserted only if the prices quoted by the Bidder are not subject to price adjustment. Otherwise delete this BDS 14.5.]</i></p> <p>The prices quoted by the Bidder shall be: <i>[insert “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data”]</i></p>
<b>ITB 14.7</b>	<p><i>[The following provision should be included and the corresponding information inserted only if duties, taxes and other levies will be exempted, reimbursed, or paid by the Employer on behalf of the Contractor. Otherwise delete this BDS 14.7.]</i></p> <p>Duties, taxes and other levies indicated below shall be <i>[choose one of the following: “exempted”, reimbursed, “paid by the Employer on behalf of the Contractor”, as appropriate.]:</i></p> <p><i>[List duties, taxes and other levies.]</i></p>
<b>ITB 15.1</b>	<p>The currency(ies) of the Bid shall be as described below:</p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in <i>[insert the name of the currency of the Employer’s country]</i>, the name of the currency of the Employer’s country, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in <i>[insert Japanese Yen and/or other international trading currency or currencies]</i>.</p>
<b>ITB 18.1</b>	<p>The Bid validity period shall be <i>[insert a number of days]</i> days.</p> <p><i>[This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.]</i></p>
<b>ITB 18.3 (a)</b>	<p>The Bid Price shall be adjusted by the following factor: <i>[insert factor for adjustment]</i></p> <p><i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>
<b>ITB 18.3 (b)</b>	<p>The fixed portion of the Bid Price shall be adjusted by the following factor: <i>[insert factor for adjustment]</i></p> <p><i>[The local currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of</i></p>

	<i>extension, and the foreign currency portion of the fixed portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i>
<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 approximately 2% of the estimated cost of the contract.]</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>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>[Insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid.]</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> Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i>  <b>The deadline for Bid submission is:</b> Date: <i>[insert day, month, and year]</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 opening of the Technical Bid shall take place at: Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> City : <i>[insert name of city or town]</i> Country: <i>[insert name of country]</i> Date: <i>[insert day, month, and year]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</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

	<p>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, 2008, the date not earlier than 30 days prior to, nor later than, the date of Bid opening specified in ITB 25.1.]</i></p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
<b>ITB 35.1</b>	<p><i>[Insert the following only if the Employer intends to execute any specific elements of the Works by subcontractors selected in advance (nominated subcontractors). Otherwise delete this BDS 35.1.]</i></p> <p>At this time the Employer intends to execute certain specific parts of the Works by subcontractors selected in advance. <i>[List the specific parts of the Works and the respective nominated subcontractors.]</i></p>



## **Section III. Evaluation and Qualification Criteria (Following Prequalification)**

### **Notes on Evaluation and Qualification Criteria**

This Section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. In accordance with ITB 30 and ITB 36, 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.



## Evaluation and Qualification Criteria (Following Prequalification)

### 1. Evaluation

#### 1.1 Evaluation of Technical Bids

##### 1.1.1 Assessment of adequacy of Technical Proposal with Requirements

*[Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI, Works Requirements.]*

##### 1.1.2 Personnel

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

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	Project Manager		
2	<i>e.g. Chief Engineer(s)</i> <sup>1</sup>		
3	<i>e.g. Health &amp; Safety (Accident Prevention)</i> <sup>2</sup> <i>Officer</i>		
4			
5			
<p><i>Notes for the Employer:</i></p> <p><b>1</b> Chief Engineer(s) or Section Manager(s) who is(are) responsible for the major activities should be evaluated.</p> <p><b>2</b> The personnel for the key position include an accident prevention officer, as appropriate.</p> <p><i>Alternative candidates for key positions should not be evaluated.</i></p> <p><i>Insert requirements for multiple contracts, if necessary.</i></p>			

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

##### 1.1.3 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		

4		
5		
<p><i>Notes for the Employer:</i>  <i>The items listed shall be limited to major items of equipment that are crucial to the proper and timely execution of the contract, and items that Bidders may not readily be able to purchase, hire, or lease in the required time frame.</i></p> <p><i>Insert requirements for multiple contracts, if necessary.</i></p>		

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

## 1.2 Evaluation of Price Bids

In addition to the criteria listed in ITB 36.2 (a) – (d) the following criteria shall apply:

### 1.2.1 Quantifiable Nonmaterial Nonconformities and Omissions

*[The evaluated cost of quantifiable nonconformities are determined as follows:  
Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids, except for the omissions stated in ITB 14.2 which shall be treated in accordance with said clause.]*

### 1.2.2 Award Criteria for Multiple Contracts (ITB 36.4):

*[Insert the following text in case of multiple contracts, as necessary. Otherwise delete this EQC clause.*

*“Lots/Packages:*

*Bidders have the option to bid for any one or more lots/packages. Bids will be evaluated lot/package-wise, taking into account discounts offered, if any, for combined lots/packages. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots/packages, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots/packages as the case may be.”]*

## 1.3 Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows:

.....  
.....

## 1.4 Alternative Technical Solutions for Specified Parts, if permitted under ITB 13.4, will be evaluated as follows:

.....  
.....



## 2. Qualification

### (i) Exchange Rate for Qualification Criteria

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

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- (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.

### (ii) Qualification Criteria for Multiple Contracts: *[Insert the following text in case of Multiple Contracts. Otherwise delete this EQC clause.*

*“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 2.2 (i) and (ii) below.”]*

### 2.1 Update of Information

The Bidder shall continue to meet the criteria used at the time of prequalification regarding Eligibility, Historical Contract Non Performance and Financial Situation.

## 2.2 Financial Resources

Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2	<b>Financial Resources</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD <b>[insert amount in USD]</b> <sup>1</sup> for the subject contract(s) net of the Bidders other commitments.  <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement	Must meet requirement	Must meet [insert number] <sup>2</sup> % of the requirement	Must meet [insert number] <sup>3</sup> % of the requirement	Form FIR – 1
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR – 2

**Notes for the Employer**  
**1.** 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.  
**2.** Usually not less than 25% of the requirement for each member of a JV.  
**3.** Usually not less than 40% of the requirement for one member of a JV.

## **Section III. Evaluation and Qualification Criteria (Without Prequalification)**

### **Notes on Evaluation and Qualification Criteria**

This Section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. In accordance with ITB 30 and ITB 36, 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 for the Bidders contained in this Section III should be included in the actual Bidding Documents issued by the Employer.



## Evaluation and Qualification Criteria (Without Prequalification)

### 1. Evaluation

#### 1.1 Evaluation of Technical Bids

##### 1.1.1 Assessment of adequacy of Technical Proposal with Requirements

*[Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI, Works Requirements.]*

##### 1.1.2 Personnel

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

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	Project Manager		
2	<i>e.g. Chief Engineer(s)</i> <sup>1</sup>		
3	<i>e.g. Health &amp; Safety (Accident Prevention)</i> <sup>2</sup> <i>Officer</i>		
4			
5			
<p><i>Notes for the Employer:</i></p> <p><b>1</b> Chief Engineer(s) or Section Manager(s) who is(are) responsible for the major activities should be evaluated.</p> <p><b>2</b> The personnel for the key position include an accident prevention officer, as appropriate.</p> <p><i>Alternative candidates for key positions should not be evaluated.</i></p> <p><i>Insert requirements for multiple contracts, if necessary.</i></p>			

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

##### 1.1.3 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		

4		
5		
<p><i>Notes for the Employer:</i>  <i>The items listed shall be limited to major items of equipment that are crucial to the proper and timely execution of the contract, and items that Bidders may not readily be able to purchase, hire, or lease in the required time frame.</i></p> <p><i>Insert requirements for multiple contracts, if necessary.</i></p>		

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

## 1.2 Evaluation of Price Bids

In addition to the criteria listed in ITB 36.2 (a) – (d) the following criteria shall apply:

### 1.2.1 Quantifiable Nonmaterial Nonconformities and Omissions

*[The evaluated cost of quantifiable nonconformities are determined as follows:  
Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids, except for the omissions stated in ITB 14.2 which shall be treated in accordance with said clause.]*

### 1.2.2 Award Criteria for Multiple Contracts (ITB 36.4):

*[Insert the following text in case of multiple contracts, as necessary. Otherwise delete this EQC clause.*

*“Lots/Packages:*

*Bidders have the option to bid for any one or more lots/packages. Bids will be evaluated lot/package-wise, taking into account discounts offered, if any, for combined lots/packages. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots/packages, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots/packages as the case may be.”]*

## 1.3 Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows:

.....  
.....

## 1.4 Alternative Technical Solutions for Specified Parts, if permitted under ITB 13.4, will be evaluated as follows:

.....  
.....

## 2. Qualification

### (i) Exchange Rate for Qualification Criteria

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

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- (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.

### (ii) Qualification Criteria for Multiple Contracts: *[Insert the following text in case of Multiple Contracts. Otherwise delete this EQC clause.*

*“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, 2.4.2(a), 2.4.2(b), 2.5.1(i), 2.5.1(ii) below.”]*

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.1. Eligibility							
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, with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid Form ACK

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.2. Historical Contract Non-Performance</b>							
2.2.1	<b>History of Non-Performing Contracts</b>	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	<b>Pending Litigation</b>	All pending litigation shall in total not represent more than <i>[insert percentage figure]</i> <sup>2</sup> % of the Bidder's net worth and shall be treated as 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	<b>Litigation History</b>	No consistent history of court/arbitral award decisions <sup>3</sup> against the Bidder <sup>(iii)</sup> since 1 <sup>st</sup> January <i>[insert year]</i> . <sup>4</sup>	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON
<b>Notes for the Bidder</b> <b>(i)</b> 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 Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. <b>(ii)</b> This requirement also applies to contracts executed by the Bidder as a JV member. <b>(iii)</b> The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.							



Notes for the Employer

1. Year should usually be one (1) or two (2) years prior to the Bid submission deadline.
2. The percentage should be normally within the range of 50% to 100% of a Bidder's net worth.
3. The criterion for rejection should be that of numerous arbitral awards or court decisions against the Bidder, taking the number and amount of contracts executed. As an indicative example, the occurrence of one (1) or two (2) adverse cases over five (5) years for a Contractor handling, on average, ten (10) construction jobs simultaneously, should not be a cause for rejection. If dispute resolution is found relatively frequently in the business of the Bidder, it may indicate an attitude of the management of the firm that could be dangerous for the Employer if the Bidder were awarded the contract, and further investigation with previous Employers may be warranted.
4. Year should usually be five (5) years prior to the Bid submission deadline.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3. Financial Situation							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last <i>[insert number of years]</i> years <sup>1</sup> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. <sup>2</sup>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN –1 with attachments
2.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of USD <i>[insert amount in USD]</i> <sup>3</sup> , calculated as total certified payments received for contracts in progress and/ or completed, within the last <i>[insert number]</i> years, <sup>4</sup> divided by <i>[insert number]</i> years. <sup>5</sup>  <i>[insert requirements for multiple contracts, if necessary.]</i>	Must meet requirement	Must meet requirement	Must meet <i>[insert number]</i> % <sup>6</sup> of the requirement	Must meet <i>[insert number]</i> % <sup>7</sup> of the requirement	Form FIN – 2

Notes for the Employer

- 1. Time period usually specified is five (5) years; it may be reduced to three (3) years minimum (in agreement with JICA) under special country circumstances, such as to provide opportunity for a newly privatized construction industry with limited period of existence, but with suitable experience, etc. Firms owned by individuals and partnerships may not be required to maintain audited balance sheets by the laws of their countries of origin; in such cases, the Employer may relax the audit requirement, but should request other acceptable financial statements.*
- 2. The financial information provided by a Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Bidder should be given on this basis. Any abnormal features which may lead to financial problems should alert the Employer to seek expert professional advice for further review and interpretation.*
- 3. The amount stated should normally not be less than twice the estimated annual turnover in the proposed Works contract (based on a straight-line projection of the Employer's estimated cost, including contingencies, over the contract duration). The multiplier of 2 may be reduced for very large contracts but should not be less than 1.5.*
- 4. 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.*
- 5. Same number of years as in 4. above.*
- 6. Usually not less than 25% of the requirement for each member of a JV.*
- 7. Usually not less than 40% of the requirement for one member of a JV.*

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4. Experience							
2.4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor (single entity or JV member), subcontractor, or management contractor <sup>(i)</sup> for at least the last <i>[insert number]</i> <sup>1</sup> years <sup>1</sup> , starting 1 <sup>st</sup> January <i>[insert year]</i> .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 1
2.4.2 (a)	Specific Construction Experience	A minimum number of <i>[insert number of contracts]</i> <sup>2</sup> similar <sup>(ii)</sup> contracts that have been satisfactorily and substantially <sup>(iii)</sup> completed as a prime contractor (single entity or JV member) <sup>(iv)</sup> between 1st January <i>[insert year]</i> <sup>3</sup> and Bid submission deadline.  <i>[insert requirements for multiple contracts, if necessary.]</i>	Must meet requirement	Must meet requirement <sup>(v)</sup>	N/A	N/A	Form EXP – 2 (a)
2.4.2 (b)		For the above or other contracts completed and under implementation as prime contractor (single entity or JV member), management contractor or subcontractor <sup>(vi)</sup> between 1 <sup>st</sup> January <i>[insert year]</i> <sup>4</sup> and Bid submission deadline, a minimum	Must meet requirement (can be a specialist subcontractor)	Must meet requirement (can be a specialist subcontractor)	N/A	N/A	Form EXP – 2 (b)

		<p>construction experience in the following key activities successfully completed <sup>(vii)</sup> [list activities indicating volume, number or rate of production as applicable.] <sup>(viii)</sup> 5</p> <p>[insert requirements for multiple contracts, if necessary.]</p>					
<p><u>Notes for the Bidder</u></p> <p>(i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.</p> <p>(ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Works Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.</p> <p>(iii) Substantial completion shall be based on 80% or more of the works completed under the contract.</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, shall be considered to meet this requirement.</p> <p>(vii) Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities). For the rate of production, either the average during the entire period or in any one or more years during the period should be specified.</p> <p>(viii) The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.</p>							
<p><u>Notes for the Employer</u></p> <p>1. 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.</p> <p>2. The range of contract numbers should be one (1) to three (3), depending on the size, value, nature and complexity of the subject contract, the exposure</p>							

*of the Employer to risk of contractor default, country conditions and history of similar works constructed in the past.*

**3.** *The time range is normally five (5) years, and may be extended up to a period of ten (10) years for large-scale projects.*

**4.** *Same as that stipulated in Sub-Factor 2.4.2 (a) above.*

**5.** *List the monthly or annual production rate for the key construction activity (or activities) in the proposed contract or works, e.g., “one million m<sup>3</sup> of rock placed in rockfill dams in one year; X tons of asphalt concrete per month place in road paving; Y m<sup>3</sup> of concrete place in ... etc.” The rates should be a percentage (say about 80 percent) of the estimated production rate of the key activity (or activities) in the contract or Works as needed to meet the expected construction schedule with due allowance for adverse climatic condition.*

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.5. Financial Resources</b>							
2.5.1	<b>Financial Resources</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD <b>[insert amount in USD]</b> <sup>1</sup> for the subject contract(s) net of the Bidders other commitments.  <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement	Must meet requirement	Must meet [insert number] <sup>2</sup> % of the requirement	Must meet [insert number] <sup>3</sup> % of the requirement	Form FIR – 1
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR – 2
<u>Notes for the Employer</u>							
1. 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.*

**2.** *Usually not less than 25% of the requirement for each member of a JV.*

**3.** *Usually not less than 40% of the requirement for one member of a JV.*



## Section IV. Bidding Forms

### **Notes on Bidding Forms**

The Employer shall include in the Bidding Documents all Bidding Forms that the Bidder shall fill out and include in its Bid. As specified in this section, these forms are the Letter of Bid and relevant Schedules, the Bid Security, the Bill of Quantities, the Technical Proposal Form, and the Bidder's Qualification Information Forms.



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<Option A: One-Envelope Bidding>

## Letter of Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert No of Loan]*  
IFB No.: *[insert number]*  
Alternative No.: *[insert identification No. if  
this is a Bid for an alternative]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, 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 Documents the following Works:  
*[insert a brief description of the Works];*
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:  
In case of only one lot, total price of the Bid *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*  
  
*[In case of multiple lots, insert the total price of each lot]*  
*[In case of multiple lots, insert the total price of all lots (sum of all lots)];*

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

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

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

- (g) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13;
- (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 and corruption.

Name of the Bidder\**[insert complete name of person signing the Bid]*

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]*

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

<Option B: Two-Envelope Bidding>

## Letter of Technical Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert No of Loan]*  
IFB No.: *[insert number]*  
Alternative No.: *[insert identification No. if  
this is a Bid for an alternative]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, 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 Documents 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 Documents, 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), other than alternative Bids submitted in accordance with ITB 13; 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 and corruption.

Name of the Bidder\**[insert complete name of person signing the Bid]*

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]*

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



<Option B: Two-Envelope Bidding>

## Letter of Price Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert No of Loan]*  
IFB No.: *[insert number]*  
Alternative No.: *[insert identification No. if  
this is a Bid for an alternative]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, 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 Documents 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, total price of the Bid *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*  
  
*[In case of multiple lots, insert the total price of each lot]*  
*[In case of multiple lots, insert the total price of all lots (sum of all lots)];*
- (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 Documents, 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 Documents;

- (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\**[insert complete name of person signing the Bid]*

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]*

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

## Schedule of Adjustment Data

Table A. Local Currency

*[In this Table A, the Employer shall indicate the necessary information in columns (a), (b), (c) and (d), and shall also provide a fixed value in A and a range of values in B, C, D and E of column (f). For very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae for the different works involved and to prepare the corresponding adjustment tables.]*

(a)	(b)	(c)	(d)	(e)	(f)
Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's proposed weighting
	Nonadjustable	—	—	—	A: _____ B: _____ C: _____ D: _____ E: _____
<b>Total</b>					<b>1.00</b>

The Bidder shall fill in column (e) and specify a value within the ranges given by the Employer in B, C, D and E of column (f), so that the total weighting equals 1.00.

Table B. Foreign Currency (FC)

*[In this Table B, the Employer shall indicate the necessary information in columns (a) and (b), and shall also provide a fixed value in A and a range of values in B, C, D and E of column (g). For very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae for the different works involved and to prepare the corresponding adjustment tables.]*

**Currency:** \_\_\_\_\_ *[Insert name of currency; if the Bidder wishes to quote in more than one foreign currency then this table should be repeated for each foreign currency.]*

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC for payment	Bidder's proposed weighting
	Nonadjustable	—	—	—		A: _____ B: _____ C: _____ D: _____ E: _____
Total						1.00

The Bidder shall indicate the type of currency and columns (c), (d), (e) and (f), and specify a value within the ranges given by the Employer in B, C, D and E of column (g), so that the total weighting equals 1.00.

## Bill of Quantities

### Notes for Preparing a Bill of Quantities

#### Objectives

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

#### Content

The Bill of Quantities should be divided generally into the following sections:

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (c) Daywork Schedule; and
- (d) Summary.

#### Preamble

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities and that are to be used for the measurement of any part of the Works.

#### Rock

Where excavation, boring, or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), if not given in the Technical Specification, should be given in the Preamble, and this definition should be used for the purposes of measurement and payment.

#### Work Items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. When a family of Price Adjustment Formulae is used, they should relate to appropriate sections in the Bill of Quantities.

### Quantities

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

### Units of Measurement

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

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m <sup>3</sup> or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m <sup>2</sup> or sq m
lump sum	sum	square millimeter	mm <sup>2</sup> or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

### Ground and Excavation Levels

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

### Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the 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 Plant representing the Contractor's profit, overheads, supervision, and other charges.

### Provisional Quantities and Sums

Provision for contingencies shall be made by giving Provisional Sums in the Bill of Quantities and not by increasing the quantities beyond those of the work expected to be required. Provisional Sums for specific contingencies shall be given in the general items of the Bill of Quantities. A Provisional Sum for a general contingency allowance, if required, shall be given in the Grand Summary. The inclusion of such Provisional Sums often

facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by a Nominated Subcontractor (reference Clause 59 or Part I) should be specified in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate bidding procedure is normally carried out by the Employer to select the specialists, who are then nominated as subcontractors to the main or prime contractor. To provide an element of competition among the main Bidders (or prime contractors) in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime contractor for the use and convenience of the specialist or nominated subcontractor, each related Provisional Sum should be following by an item in the Bill of Quantities inviting a percentage (to be quoted by the main Bidder) payable on the actual expenditure from the Provisional Sum.

#### **Line Items to Address Social Clauses**

The Employer shall decide, on a case-by-case basis, whether the cost to comply with the requirements of the so called “social clauses” (Sub-Clauses 6.1 through 6.24 of the General Conditions), to the level and extent specified in the Specification, is to be considered by the Bidder as part of its overhead or reflected as a cost associated with one or more line items in the Bill of Quantities addressing such requirements. As a general rule, such cost should be part of the Bidder's overhead unless the cost to comply with the requirements of some or all of the “social clauses” represents a large component of the Works, as specified by the Specification. If line items are included, then the prices shall not be lump sums in order to have the facilities measured and paid through monthly installments to make the supervisor able to control the implementation of the facilities and services to be provided to the workers –and their families, when necessary- on the site.

Following are some examples illustrating when the cost to comply with the social clauses could be included by the Contractor as part of the overhead and when under line items. In regard to HIV-AIDS Prevention, addressed under Sub-Clause 6.7, Health and Safety, in some countries the government has public programs for HIV/AIDS and the contractor will only need to create a support basis which cost can and should be included in its overhead. Additionally, in many civil works contracts (like in urban areas), workers do not live in the construction site but at their homes and the issue could be addressed in a different manner. In cases of civil works in remote locations where the cost of such support is of a higher value, then it should be an item in the Bill of Quantities (e.g. Bill No 1).

#### **Summary**

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

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

## **Sample Bill of Quantities**

### **A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Engineer (accepted by the Contractor) and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The Employer shall indicate in the Summary of Provisional Sums an amount equivalent to one-half of the Employer's estimate of the cost of the Dispute Board (DB) for payments to the Contractor of the Employer's share of the payments to the DB member(s). Contractor's overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer, except for the provisional sum for the cost of the DB, which requires no prior instruction of the engineer, in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.



9. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.<sup>1</sup>

10. Any arithmetical errors in computation or summation will be corrected by the Employer as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

11. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

## **B. Work Items**

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No. 1—General Items;  
Bill No. 2—Earthworks;  
Bill No. 3—Culverts and Bridges;  
Bill No. 4—etc., as required;  
Daywork Schedule; and  
Summary Bill of Quantities.

2. Bidders shall price the Bill of Quantities in the currency or currencies specified in the Instructions to Bidders.

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<sup>1</sup> The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers.

**Bill No. 1: General Items**

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>		<i>Amount</i>	
				<i>Local</i>	<i>Foreign</i>	<i>Local</i>	<i>Foreign</i>
101	Performance Bond/ Security	sum	item	—	—		
102	Insurance of the Works	sum	item	—	—		
103	Insurance of Contractor's Equipment	sum	item	—	—		
104	Third-Party Insurance	sum	item	—	—		
105	Allow for maintenance of Works for 12 months after completion	month	12				
106	Provide safety measures	month	24				
107	—etc.—						
112	Provide and equip Engineer's offices	nr	2				
113	—etc.—						
121	Provide diversion road	sum	item		—		
122	Provide for traffic control and maintenance of diversion road	month	24		—		
123	—etc.—						
132	Provide for cleaning up the Site on completion  —etc.—	sum	item		—		
Total for Bill No. 1 (carried forward to Summary, p. ____)						—	—

**Bill No. 2: Earthworks**

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>		<i>Amount</i>	
				<i>Local</i>	<i>Foreign</i>	<i>Local</i>	<i>Foreign</i>
201	Excavate topsoil to maximum depth 25 cm and stockpile for reuse, maximum haul distance 1 km	m <sup>3</sup>	95,000				
202	Excavate topsoil to maximum depth 25–50 cm, and dispose	m <sup>3</sup>	15,000				
203	—etc.—						
206	Excavate fill material from cuttings or approved borrow pits, haul up to 1 km, deposit, shape, and compact to fill	m <sup>3</sup>	258,000				
207	Excavate rock in cuttings and dispose, any depth	m <sup>3</sup>	25,000				
208	—etc.—						
Total for Bill No. 2 (carried forward to Summary, p. ____)						—	—

**Bill No. 3: Culverts and Bridges**

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>		<i>Amount</i>	
				<i>Local</i>	<i>Foreign</i>	<i>Local</i>	<i>Foreign</i>
301	Excavate in all materials other than rock from ground level to underside of foundations, maximum depth 5 m, and dispose	m <sup>3</sup>	18,500				
302	Excavate in all materials other than rock, depth 5 m to 7.5 m	m <sup>3</sup>	2,500				
303	Provisional Item As Item 302, depth 7.5 m to 10 m	m <sup>3</sup>	500				
304	—etc.—						
311	Concrete class B in abutments	m <sup>3</sup>	18,500				
312	—etc.—						
318	Mild steel reinforcement in abutments and piers up to 20 mm diameter	t	370				
319	—etc.—						
Total for Bill No. 3 (carried forward to Summary, p. ____)						—	—

## C. Daywork Schedule<sup>2</sup>

### 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. 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 Summary Total Bid Amount. Unless 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 will be stated and payable in local currency only.

### 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 job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

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.,<sup>3</sup> as described below:

<sup>2</sup> (i) A "Daywork Schedule" is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with Sub-Clauses 13.1 and 13.2 of the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among Bidders, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included *at all* in the Bidding Documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive.

(ii) The total amount assigned to such competitive daywork is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer. A limitation on quantity should *not* apply, and the unit rate quoted should be invariable whatever quantities of work are ordered.

<sup>3</sup> This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which 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 this paragraph and the relevant Daywork Schedule should be modified accordingly.

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

### 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 to cover overhead charges and profit, as follows:

- (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 payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under (a) above. The basic rates will be payable in local currency only.
- (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 will be paid in accordance with the terms for Labour and Construction in this schedule.

### Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by him in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment.<sup>4</sup> The cost of drivers,

<sup>4</sup> This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials.

operators, and assistants will be paid for separately as described under the section on Daywork Labour.<sup>5</sup>

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.

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<sup>5</sup> An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of paragraph 5 should then be modified accordingly.

### Schedule of Daywork Rates: 1. Labour

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Extended amount</i>
				<i>Local</i>	<i>Local</i>
D100	Ganger	hour	500		
D101	Labourer	hour	5,000		
D102	Bricklayer	hour	500		
D103	Mason	hour	500		
D104	Carpenter	hour	500		
D105	Steelwork Erector	hour	500		
D106	—etc.—	hour			
D113	Driver for vehicle up to 10 tons	hour	1,000		
D114	Operator for excavator, dragline, shovel, or crane	hour	500		
D115	Operator for tractor with dozer blade or ripper	hour	500		
D116	—etc.—	hour			
				Subtotal	
D122	Allow ____ percent <sup>a</sup> of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above.				
Total Daywork for Labour (carried forward to Daywork summary, p.____ )					-----

a. To be entered by the Bidder.



### Schedule of Daywork Rates: 2. Materials

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Extended amount</i>
				<i>Local</i>	<i>Local</i>
D201	Cement, ordinary Portland, or equivalent in bags	t	200		
D202	Mild steel reinforcing bar up to 16 mm diameter to BS 4449 or equivalent	t	100		
D203	Fine aggregate for concrete as specified in Clause ____	m <sup>3</sup>	1,000		
D204	—etc.—				
D222	Gelignite (Nobel Special Gelatine 60%, or equivalent) including caps, fuse, wire, and requisite accessories	t	10		
Subtotal					
D122	Allow ____ percent <sup>a</sup> of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above.				
Total Daywork: Materials (carried forward to Daywork Summary, p.____ )					-----

a. To be entered by the Bidder.

### Schedule of Daywork Rates: 3. Contractor's Equipment

<i>Item No.</i>	<i>Description</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Extended amount</i>
		<i>(hours)</i>	<i>Local</i>	<i>Local</i>
D301	Excavator, face shovel, or dragline:			
.1	Up to and including 1 m <sup>3</sup>	500		
.2	Over 1 m <sup>3</sup> to 2 m <sup>3</sup>	400		
.3	Over 2 m <sup>3</sup>	100		
D302	Tractor, including bull or angle dozer:			
.1	Up to and including 150 kW	500		
.2	Over 150 kW to 200 kW	400		
.3	Over 200 kW to 250 kW	200		
D303	Tractor with ripper:			
.1	Up to and including 200 kW	400		
.2	Over 200 kW to 250 kW	200		
D304	—etc.—			
Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. ____ )				-----

**Daywork Summary**

Description	<i>Amount</i>
	<i>Local</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 Bid Summary, p. ____)	-----

### Summary of Specified Provisional Sums

<i>Bill No.</i>	<i>Item No.</i>	<i>Description</i>	<i>Amount</i>	
			<i>Local</i>	<i>Foreign</i>
1				
2	2.8	Supply and install equipment in pumping station	1,250,000	1,250
3				
4	4.32	Provide for ventilation system in subway tunnel	3,500,000	3,500
etc.				
Cost of DB*				
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. ____)			4,750,000	4,750
Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction of the Engineer, except for the provisional sum for the cost of the DB, which requires no prior instruction of the Engineer, in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.				

*[\*One-half of the Employer's cost estimate of the Disputes Board shall be included in the Provisional Sums. Contractor's overheads and profits shall not be included in this amount.]*

## Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>	
		<i>Local</i>	<i>Foreign</i>
Bill No. 1: Preliminary Items			
Bill No. 2: Earthworks			
Bill No. 3: Drainage Structures			
—etc.—			
Subtotal of Bills	(A)		
Total for Daywork (Provisional Sum)	(B)		
Specified Provisional Sums	(C)	4,750,000 <sup>a</sup>	4,750 <sup>a</sup>
Total of Bills Plus Provisional Sums (A + B + C)	(D)		
Add Provisional Sum for Contingency Allowance	(E)	[sum] <sup>a</sup>	[sum] <sup>a</sup>
Bid Price (D + E) (Carried forward to Form of Bid)	(F)		

a. To be entered by the Employer.

## Technical Proposal

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Safety Plan
- Personnel
- Equipment
- *[Others]*

## **Site Organization**

*[Insert Organization Information]*

**Method Statement**

*[Insert Method of Statement]*



## **Mobilization Schedule**

*[Insert Mobilization Schedule]*

## **Construction Schedule**

*[Insert Construction Schedule]*

## **Safety Plan**

*[Insert Safety Plan]*

**Form PER -1: Proposed Personnel***[insert day, month, year]*Bidder's Legal Name: *[insert full name]*IFB No. *[insert number]*Page *[insert page number]* of *[insert total number]* page

*[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.2. ]*

<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>

\*As listed in Section III.

## Form PER -2: Resume of Proposed Personnel

[insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No. [insert number]

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

[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>	<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>	
	<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>

*[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]*

[illegible]

## Form EQU: Equipment

[insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No. [insert number]

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

*[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 1.1.3. 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>	

## Bidders Qualification

*[The Employer must choose Option I below if prequalification was carried out prior to the bidding process, or Option II if Bidder's qualification will be assessed at the bidding stage.]*

### [Option I: Following Prequalification]

1. In accordance with Section III, Evaluation and Qualification Criteria, Clause 2.1, 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, Bidder's Party Information Form  
Form CON, Historical Contract Non-Performance  
Form FIN -1, Financial Situation  
Form FIN -2, Average Annual Construction Turnover

2. In addition to updating the information submitted at the time of Prequalification, Bidders shall also provide information on their financial resources, to meet the requirement in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2, using the following forms:

Form FIR -1, Financial Resources  
Form FIR -2, 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, Bidder's Party Information Form  
Form CON, Historical Contract Non-Performance  
Form FIN -1, Financial Situation  
Form FIN -2, Average Annual Construction Turnover  
Form EXP -1, General Construction Experience  
Form EXP -2(a), Specific Construction Experience  
Form EXP -2(b), Construction Experience in Key Activities  
Form FIR -1, Financial Resources  
Form FIR -2, Current Contract Commitments



## 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:]*

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 street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[inset street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form ELI -2: Bidder's Party 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 the Bidder is a JV) as well as any specialist subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]*

Bidder's legal name: <i>[insert full name]</i>
Bidder's Party legal name: <i>[insert full name of Bidder's party]</i>
Bidder's Party country of registration: <i>[insert country of registration]</i>
Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
Bidder's Party legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's Party authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form CON: Historical Contract Non-Performance

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

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

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

IFB No. *[insert number]*

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

*[The following table shall be filled in for the Bidder and for each member of a JV]*

### 1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[insert complete contract name, number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for non performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## 2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate.				
<input type="checkbox"/> Pending litigation in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate, is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/ city/ country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

### 3. Litigation History

<b>Litigation History</b>		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate.		
<input type="checkbox"/> Court/ arbitral award decisions against the Bidder since 1 <sup>st</sup> January <i>[insert year]</i> , in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, are indicated below:		
<b>Year of award</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</b>
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

## Form FIN -1: Financial Situation

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

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

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

Bidder's Party 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 <i>[insert number]</i> years (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

## 2. Financial documents

The Bidder and its parties shall provide copies of the financial statements for *[number of years]* years pursuant the 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 Bidder or in case of JV, of each member, and not of an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements\* for the *[number of years]* years required above; and complying with the requirements.

\* 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 Construction Turnover

*[The following table shall be filled in for the Bidder and for each member of a JV]*

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

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

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

IFB No. *[insert number]*

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

Annual Turnover Data (Construction only)			
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>
Average Annual Construction Turnover *			

\* 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 FIR -1: Financial Resources

*[The following table shall be filled in for the Bidder and for each member of a JV]*

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

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

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

IFB No. *[insert number]*

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

*[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2 (Following Prequalification), or Sub-Factor 2.5.1 (Without Prequalification), as appropriate.]*

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		

## Form FIR -2: Current Contract Commitments

*[The following table shall be filled in for the Bidder and for each member of a JV]*

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

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

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

IFB No. *[insert number]*

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

*[Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2 (Following Prequalification), or Sub-Factor 2.5.1 (Without Prequalification), as appropriate.]*

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

## Form EXP -1: General Construction Experience

*[The following table shall be filled in for the Bidder and for each member of a JV]*

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

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

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

IFB No. *[insert number]*

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

*[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]*

General Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief description of the Works performed by the Bidder: <i>[describe Works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and USD equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor (single entity or JV member)" or "Subcontractor" or "Management Contractor"]</i>

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

*[The following table shall be filled in for the Bidder and for each member of a JV]*

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

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

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

IFB No. *[insert number]*

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

*[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(a).]*

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

<b>Similar Contract No.</b> <i>[insert number] of [insert number of similar contracts required]</i>	<b>Information</b>
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. Methods/Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Works Requirements]</i>

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

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

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

Bidder's Party 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

*[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]*

1. Key Activity No (1): \_\_\_\_\_: *[insert brief description of the Activity, emphasizing its specificity]*

Total Quantity of Activity under the contract: \_\_\_\_\_

Contract with Similar Key Activities			
Item	Information		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor Single entity <input type="checkbox"/> JV member <input type="checkbox"/>		Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>		USD <i>[insert Exchange rate and total contract amount in USD equivalent]</i>
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)
Year 1			
Year 2			
Year 3			
Year 4			

Employer's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</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>

2. Activity No. (2) \_\_\_\_\_

3. Activity No. (3) \_\_\_\_\_

## Form ACK

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

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 Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Bidder's and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the "Guidelines"); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

*<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.<sup>1</sup>

*<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.

<sup>1</sup> The starting date should be revised to "request for price quotation," if the Borrower is selected through the International Shopping"; to "appointment", if a contractor is selected through the Direct Contracting; or "Commencement of actual selection/bidding process", if the Borrower wishes to adopt procurement procedures other than ICB, Limited International Shopping, International Shopping, or Direct Contracting.



- D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, 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://www2.jica.go.jp/en/odainfo/index.php>

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) 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:

## Form of Bid Security

### (Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

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

**IFB No.:** *[Employer to 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]* under the Loan Agreement No.*[insert Loan Agreement Number]*.

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

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

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

This guarantee will expire and shall be returned: (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**

*[Specify the Eligible Source Countries]*



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## **PART 2 –WORKS REQUIREMENTS**





# Section VI. Works Requirements

## Contents

Scope of Works..... 2

Specification..... 3

Drawings ..... 6

Supplementary Information ..... 7

## **Scope of Works**

## Specification

### Notes for Preparing Technical Specifications

These **Notes for Preparing Technical Specifications** are intended only as information for the Employer or the person drafting the Bidding Documents. They should **not** be included in the final documents.

Precise and clear Specifications are a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. In the context of international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the Permanent Works, the extent of his obligations must be stated. (See GCC Sub-Clause 4.1 Contractor's General Obligations.)

Samples of Specifications from previous similar projects in the same country are useful in this respect. The metric units should be used. Most Specifications are normally written specially by the Employer or Engineer to suit the contracts for Works in hand. There are no standard Specifications for universal application in all sectors in all countries, but there are established principles and practices that are reflected in these documents.

Notwithstanding that these SBD (Works) and the corresponding Conditions of Contract are recommended only for Civil Works, under which the usual arrangements is that the Contractor constructs the works in accordance with the design provided by the Employer, the works may include a few elements of Contractor-designed civil, mechanical, electrical and/or construction works. However, these SBD (Works) are not recommended for "Design and Build" contracts when appropriate clauses are required.

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

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the

specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure substantially equal performance, as the standards mentioned, will also be acceptable.

Specific minimum requirements for "social clauses" (common collective name for provisions under Sub-Clauses 6.1 through 6.24 of the General Conditions), are to be detailed as part of the Specifications at a level equivalent to the local norms, if they exist and at a level according to the country's regulations, or to minimum requirements when no local regulations exist (see "**Line Items to Address Social Clauses**" under the Notes for Preparing a Bill of Quantities, Section IV).

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

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

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

**Alternative Technical Proposals**

Employers should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions specified in the Bidding Documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential Bidders. For example:

- pile foundations (proprietary methods and different material)
- bridge foundations (open well, caissons, piles, etc.)
- columns, beams, decking (reinforced concrete, prestressed concrete, steel, etc.)
- proprietary methods for post-tensioning concrete
- lining of canals
- pipeline materials, coating, jointing
- road surfacing (asphalt, concrete, etc.)
- transmission tower design and erection

- street lighting
- offshore foundations
- offshore trestle spans

The Employer should provide a description of the selected parts of the Works with appropriate references to Drawings, Specifications, Bill of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the Bidder has priced the item as described in the Employer's design included with the Bidding Documents.

## **Drawings**

### **Notes on Drawings**

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

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

The construction drawings, even if not fully developed, must show sufficient details to enable Bidders to understand the type and complexity of the work involved and to price the Bill of Quantities.

## **Supplementary Information**





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



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## Notes on Conditions of Contract and Contract Forms

The Conditions of Contract comprise two parts:

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

The General Conditions of Contract set forth in Part 3, Section VII of these Standard Bidding Documents for Procurement of Works (version 1.1) published by JICA in October, 2012 (hereinafter referred to as “Standard GC”), are the MDB Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC), FIDIC 2010, all rights reserved. The use of these Standard GC, in all Bidding Documents/Contracts for construction works financed by Japanese ODA Loans is **required**, and they shall be used without any modification. A copy of the Standard GC may be attached to the Bidding Documents/Contract prepared by the Employer for reference purposes only. If the General Conditions in the Bidding Documents/Contract prepared by the Employer contain modifications from the Standard GC, JICA will not consider them valid and the Standard GC, as defined above, shall apply.

By virtue of a license agreement subscribed between JICA and FIDIC, JICA’s Borrowers and their implementing agencies are authorized the reproduction and translation of the MDB Harmonized Edition of FIDIC’s General Conditions of Contract for the exclusive purpose of preparing Bidding Documents in accordance with these Standard Bidding Documents. Therefore, Borrowers and their implementing agencies shall abstain from making any use of the Harmonized Edition of FIDIC’s General Conditions of Contract, distinct from the use indicated herein.

The Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract and cannot be used without major modifications for other types of contract.

The use of these standard conditions of contract for all civil works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for Bid preparation and review, leading to more economical prices.

Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions. A number of such Particular Conditions, applicable to the above Conditions of Contract, are included in Section VIII.

The Particular Conditions take precedence over the General Conditions—see Sub-Clause 1.5, Priority of Documents, in the General Conditions.

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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 Documents.

Part A, the Contract Data of the PC, includes data to complement GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC, consists of a set of provisions prepared by JICA which shall be used **without modification**. In addition to the provisions prepared by JICA, country- or project-specific provisions for PC must also be prepared in each case.

Whoever drafts the PC should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. Note that the **PC provisions take precedence over those in the GC**.

Clause numbers in the PC correspond to those in the GC.

## Section VII. General Conditions (GC)

*[Note to the Employer: The General Conditions of Contract set forth in Part 3, Section VII of these Standard Bidding Documents for Procurement of Works (version 1.1) published by JICA in October, 2012 (hereinafter referred to as “Standard GC”), are the MDB Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2010, all rights reserved.]*

*A copy of the Standard GC may be attached to the Bidding Documents/Contract prepared by the Employer for reference purposes only. If the General Conditions in the Bidding Documents/Contract prepared by the Employer contain modifications from the Standard GC, JICA will not consider them valid and the Standard GC, as defined above, shall apply.*

*Instead of attaching a copy of the Standard GC, the Employer may use the following introductory text.]*

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

The General Conditions of Contract are available on the JICA’s website shown below:

[http://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)

A copy of these General Conditions is not attached to these Bidding Documents/Contract.



## Section VIII. Particular Conditions (PC)

### Notes on Particular Conditions

The PC complement the 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. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A, Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC, consists of a set of provisions prepared by JICA which shall be used **without modification**. In addition to the provisions prepared by JICA, country- or project-specific provisions for PC must also be prepared in each case.

Note that the PC provisions take precedence over those in the GC.

Clause numbers in the PC correspond to those in the GC.





## 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

*[The Employer should insert relevant data prior to the issue of the Bidding Documents. 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	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 and also the time for completion of sections, if applicable]days</i> <i>[If Sections are to be used, refer to Table: Summary of Sections below]</i>
<b>Defects Notification Period</b>	1.1.3.7	<i>[365 days.]</i>
<b>Sections</b>	1.1.5.6	<i>[If Sections are to be used, refer to Table: Summary of Sections below]</i>
<b>Profit</b>	1.2	<i>[Insert the following if percentage is different from 5%. Otherwise delete this CD 1.2.]</i> _____ % of Cost.
<b>Electronic transmission systems</b>	1.3	<i>[insert Electronic transmission systems]</i> <i>[insert Contractor's name and address]</i>
<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>

Conditions	Sub-Clause	Data
<b>Time for the Parties entering into a Contract Agreement</b>	1.6	..... days. <i>[Indicate a number of days for Parties entering into a Contract Agreement, or delete this CD 1.6 if the number is 28 days.]</i>
<b>Time for access to, and possession of all parts of, the Site</b>	2.1	<i>[Insert a number of days]</i> days after Commencement Date
<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 will be in the form of a <i>[insert either one of "demand guarantee" or "performance bond"]</i> in the amount(s) of <i>[insert percentage]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
<b>Normal working hours</b>	6.5	<i>[Insert the normal working hours]</i>
<b>Commencement of Works</b>	8.1(c)	<i>[Insert date effective access to the site is granted, if applicable. Otherwise delete this CD 8.1(c).]</i>
<b>Delay damages for the Works</b>	8.7	<i>[Insert percentage]</i> % of the Contract Price per day. <i>[If Sections are to be used, refer to Table: Summary of Sections below]</i>
<b>Maximum amount of delay damages</b>	8.7	<i>[Insert percentage not exceeding 10]</i> % of the final Contract Price.
<b>Provisional Sums</b>	13.5.(b)(ii)	<i>[Insert percentage]</i> % <i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums.]</i>
<b>Adjustments for Changes in Cost</b>	13.8	Period "n" applicable to the adjustment multiplier "Pn": <i>[Insert the period if different from one (1) month; if period "n" is one (1) month, delete this CD 13.8"]</i>

Conditions	Sub-Clause	Data
<b>Total advance payment</b>	14.2	<i>[Insert percentage]%, Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable</i> <i>[Insert number and timing of installments, if applicable]</i>
<b>Repayment amortization rate of advance payment</b>	14.2(b)	<i>[Insert percentage of amortization rate] %</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, usually 5 and not exceeding 10] % of the Accepted Contract Amount</i>
<b>Plant and Materials</b>	14.5(b)(i)	<i>[If Sub-Clause 14.5 applies:]</i> Plant and Materials for payment Free on Board <i>[list]</i> .
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site <i>[list]</i> .
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	<i>[Insert percentage]% of the Accepted Contract Amount.</i> <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>
<b>Maximum total liability of the Contractor to the Employer</b>	17.6	<i>[Select one of the two options below as appropriate]</i> The product of <i>[insert a multiplier less or greater than one]</i> times the Accepted Contract Amount, <i>[or]</i> <i>[Insert amount of the maximum total liability]</i>
<b>Periods for submission of insurance:</b>  a. evidence of insurance. b. relevant policies	18.1	<i>[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days.]</i>  ____ days ____ days

Conditions	Sub-Clause	Data
<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>Date by which the DB shall be appointed</b>	20.2	28 days after the Commencement date
<b>The DB shall be comprised of</b>	20.2	<i>[Insert either: "One sole Member" or "Three Members"]</i>
<b>List of potential DB sole members</b>	20.2	<i>[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: "none"]</i>
<b>Appointment (if not agreed) to be made by</b>	20.3	<i>[Insert name of the appointing entity or official]</i>

**Table: Summary of Sections**

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

## Part B - Specific Provisions

*[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 1.15  
Inspections and Audit  
by the Bank**

This Sub-Clause is deleted entirely.

**Sub-Clause 4.1  
Contractor's General  
Obligations**

Replace in the third paragraph: "as defined by the Bank" with "as defined by the Loan Agreement between the Bank and the Borrower".

**Sub-Clause 6.2  
Rates of Wages and  
Conditions of Labour**

*[When applicable, exemption from duties and taxes shall be indicated.]*

**Sub-Clause 13.5  
Provisional Sums**

The following text should be added 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 for payments to the Contractor of the Employer's share (one-half) of the invoices of the DB for its fees and expenses, in accordance with GC 20.2. No prior instruction of the Engineer shall be required with respect to the work of the DB. The Contractor shall produce the DB invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3, which contain requests for payment under the Provisional Sum toward the cost of the DB. The Engineer's certification of such Statements shall be based upon such invoices and such evidence of payment by the Contractor. Contractor's overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB."

**Sub-Clause 14.1  
The Contract Price**

*[When applicable, exemption from duties and taxes shall be indicated in sub-paragraph (b).]*

**Sub-Clause 14.15  
Currencies of Payment**

Replace the entire Sub-Clause 14.15 with the following:

The Contract Price shall be paid in the currency or currencies in which the bid price was expressed in the Letter of Bid. If more than one currency is so named, payments shall be made as follows:

- (a) payment of the damages specified in GC 8.7, shall be made in the currencies and proportions specified in the Letter of Bid;
- (b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- (d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country.

**Sub-Clause 15.6  
Corrupt or Fraudulent  
Practices**

Replace the entire Sub-Clause 15.6 with the following:

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive 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, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

**Sub-Clause 20.6  
Arbitration**

Replace the entire Sub-Clause 20.6 with the following:

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 foreign contractors (or if the lead partner is a foreign contractor, in case of JV), international arbitration 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 domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language 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.





# **Section IX. Annex to the Particular Conditions - Contract Forms**

## **Table of Forms**

<b>Letter of Acceptance .....</b>	<b>2</b>
[Option A: One-Envelope Bidding]	
<b>Contract Agreement .....</b>	<b>3</b>
[Option B: Two-Envelope Bidding]	
<b>Contract Agreement .....</b>	<b>5</b>
<b>Performance Security .....</b>	<b>7</b>
<b>Advance Payment Security .....</b>	<b>11</b>
<b>Retention Money Security .....</b>	<b>13</b>

## Letter of Acceptance

*[Insert letterhead paper of the Employer]*

*[Insert date]*

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[insert amount in words and figures]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

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, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents

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

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

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

Attachment: Contract Agreement

*[Option A: 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.

- (i) the Letter of Acceptance;
- (ii) the Letter of Bid ;
- (iii) the addenda Nos *[insert addenda numbers, if any]* (if any);
- (iv) the Particular Conditions ;
- (v) the General Conditions;
- (vi) the Specification;
- (vii) the Drawings;
- (viii) the completed Schedules; and
- (ix) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the laws of the borrowing country]* on the day, month and year specified above.

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

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

for and on behalf of the Employer  
in the presence offor and on behalf the Contractor  
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

*[Option B: 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.

- (i) the Letter of Acceptance;
- (ii) the Letter of Technical Bid ;
- (iii) the Letter of Price Bid
- (iv) the addenda Nos *[insert addenda numbers, if any]* (if any);
- (v) the Particular Conditions ;
- (vi) the General Conditions;
- (vii) the Specification
- (viii) the Drawings;
- (ix) the completed Schedules; and
- (x) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the laws of the borrowing country]* on the day, month and year specified above.

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

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

for and on behalf of the Employer  
in the presence of

for and on behalf the Contractor  
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

## Performance Security

### Option 1: (Demand Guarantee)

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of the Employer]*

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] ([insert amount in words])*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

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

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract,

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

---

*[signature(s)]*

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

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*the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



## Option 2: Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Advance Payment Security

### Demand Guarantee

*[Insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and address of the Employer]*

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

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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.*

referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[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)]*

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## 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 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.

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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.*

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 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. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



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