

**DESIGN BUILD**

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

PROCUREMENT OF ELECTRICAL AND  
MECHANICAL PLANT, AND  
FOR BUILDING AND ENGINEERING WORKS,  
DESIGNED BY THE CONTRACTOR



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

***July 2015***

**Trial Version**



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# Preface

These Standard Bidding Documents for the Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (SBD (Design Build)) have been prepared by Japan International Cooperation Agency (JICA).

The SBD (Design Build) are consistent with Guidelines for Procurement under Japanese ODA Loans, April 2012 and their use is mainly intended for use with any contracts relating to the procurement of Contractor-designed electrical and mechanical plants or, building and engineering works that are to be financed, in whole or in part, by JICA under the aforesaid Guidelines. The use of the SBD (Design Build) is also encouraged for contracts under the Guidelines for Procurement issued in October 1999 or March 2009, as the SBD (Design Build) reflect latest best practices for public procurement and JICA's policy.

These SBD (Design Build) are to be used for procurement through International Competitive Bidding when contract involves electrical and/or mechanical plant, and for the design and execution of building or engineering works. Under the usual arrangements for this type of contract, the Contractor designs and provides, in accordance with the Employer's requirements, plant, building and engineering works; which may include any combination of civil, mechanical, electrical and/or construction works.

The procedures and practices incorporated in the SBD (Design Build) have been developed through broad international experience and are based on the Conditions of Contract for Plant and Design Build, published by International Federation of Consulting Engineers (FIDIC).

The SBD (Design Build) apply to a Design Build Contract, in which the Contractor is, in principle, responsible for each of the activities required for completion of the works, (e.g., design, manufacture, installation, construction) as a single responsibility. This type of contract is in contrast to a conventional civil works contract (i.e., Design-Bid-and-Build Contract) where the Employer is responsible for detailed design.

A Design Build Contract is usually employed in case of installation/construction of plant where a purchase order is issued (or a bidding process is launched) based on the required functions or specification of the plant. This type of contract is employed because it is reasonable in such cases for the Employer to prepare only the basic/outline design and to leave the detailed design through the construction to the Contractor, since different candidates will take different approaches and solutions to meeting the functional/specific requirements imposed by the Employer.

However, a great deal of care and consideration must be taken when a Design Build Contract is employed as Design Build Contract, has the following features and characteristics that distinguishes from a Design-Bid-and-Build Contract as followings;

- (i) Reduced competitiveness

The tasks and services required of the Contractor under a Design Build Contract are generally more challenging and difficult than those required under a Design-Bid-and-Build Contract, and preparation of bid requires a considerable amount of time and expense. Given this, the number of prospective and potential bidders that participate in the bidding process could be limited

(ii) Escalated bid price

As bids submitted for a Design Build Contract are typically priced on a lump-sum basis during the stage of basic/outline design by Lump sum, bidders tend to submit bids that contain a premium to cover various risks that may occur the term of the Contract.

(iii) Longer more complex bid evaluation process

Bidders are required to analyze the quantities of works that they will need to carry out, and to then to offer a bid (i.e., an amount reflecting the estimated contract value) that they have prepared by carrying out preliminary design based on the information provided by the Employer (e.g., basic/outline design and site data). Under these circumstances, it is quite perceivable that, a bidding period is longer than that of conventional Design-Bid-and-Build Contract. In addition, the various bidders may submit proposals that differ in certain respects (e.g. in terms of design method, design content and construction method) which will make the bid evaluation process more completed and time-consuming.

Any questions regarding the use of these SBD (Design Build) should be directed to the appropriate JICA's official.

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# Summary Description

These Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (SBD (Design Build)) include both Single-Stage Two-Envelope (Option A) and Two-Stage One-Envelope (Option B) bidding procedures to be chosen by the Employer as appropriate to each circumstance.

These SBD (Design Build) 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 Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor**

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

Forms of “Invitation for Bids” for Single-Stage/First Stage of Two-Stage Bids “Following Prequalification” and “Without Prequalification,” and for Second Stage Bids are provided at the beginning of the Bidding Documents for information.

## **PART 1 – BIDDING PROCEDURES**

### **Option A – Single-Stage Two-Envelope Bidding**

#### **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 contract. **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.

**Option B – Two-Stage One-Envelope Bidding****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 contract. **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 its Bid.

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

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

**PART 2 – EMPLOYER’S REQUIREMENTS****Section VI. Employer’s Requirements**

This Section contains all documents in which the Employer requires the Contractor to conform to, including scope of the works, design criteria, outline design, the Employer's requirements. .

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

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

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

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

This Section contains clauses specific to each contract which modify or supplement the General Conditions and which shall be prepared by the Employer.

### **Section IX. 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 Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (SBD (Design Build)) published by JICA is mainly **intended** for all electrical and mechanical plant, and building and engineering works designed by the Contractor contracts to be financed by Japanese ODA Loans.

These SBD (Design Build) 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 in the Bidding Documents prepared by the Employer contain modifications from the Standard ITB and/or Standard GC included in these SBD (Design Build), 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 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 Employer's Requirements (Section VI), the Particular Conditions (Section VIII) and the Contract Forms (Section IX). Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions.

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

- (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 and "boxed" notes and "italicized" notes in these SBD (Design Build), except those applying to forms to be filled out by Bidders, or to instructions and notes for the Bidders, are not part of the Bidding Documents, but contain guidance 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.

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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.

Forms of Invitation for Bids, which are not part of the Bidding Documents, are given below for reference.

The conditions of contract are based on the Conditions of Contract for Plant and Design Build published by International Federation of Consulting Engineers (FIDIC). JICA gratefully acknowledges the permission of FIDIC to make use of and amend the Conditions of Contracts for inclusion in this Standard Bidding Documents. These conditions of contract meet JICA's requirements, and they shall be used without any modification.

JICA has two kinds of Conditions of Contracts for Design Build-typed Contract, which are Standard Bidding Documents for Procurement of Design, Supply and Installation (SBD(Plant)) and Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (SBD(Design Build)).

Under Conditions of Contract of Design Build,

- the Contractor carries out the majority of the design, so that the plant or equipment met the outline or performance specification prepared by the Employer as in traditional projects (e.g., electrical and mechanical works, including erection on site).
- “the Engineer” administers the Contract, monitored the manufacture and erection on site or construction work and certified payment and he also plays a role of coordination among the whole Contracts when there are some other contracts neighboring to the site of the Contract, and
- a process, power or treatment plant (or facility) contract may be constituted by defining requirements in the Employer's Requirement appropriately.

Whereas, under Conditions of Contract for Plant,

- the Contract is mainly intended for a Process Plant or a Thermal Plant (or a factory or similar) construction,
- the Contractor carries out the whole design, supply, installation and commissioning of plant and equipment on a “single responsibility” basis, and
- Instead of “the Engineer” in Conditions of Contract (Design Build), “Project Manager” plays similar role and duties. The Project Manager is appointed by the Employer to supervise and manage the contract on behalf of the Employer with the intension of achieving the Employer's objectives for the completed contract. However, Project Manager is not given roles and/or authorities as much as the Engineer is provided.

# Bidding Procedure

## Single-Stage Two-Envelope Bidding

### Documents Structure

I. Bidding Documents Issued by Employer	
Section I	- Instructions to Bidders (ITB)
Section II	- Bid Data Sheet (BDS)
Section III	- Evaluation and Qualification Criteria (EQC)
Section IV	- Bidding Forms
Section V	- Eligible Source Countries of Japanese ODA Loans
Section VI	- Employer's Requirements
Section VII	- General Conditions (GC)
Section VIII	- Particular Conditions (PC)
Section IX	- Contract Forms



II. The Bid Submitted by Bidder	
<u>Technical Bid</u>	
<ul style="list-style-type: none"> <li>(a) Letter of Technical Bid;</li> <li>(b) Bid Security, in accordance with ITB 21;</li> <li>(c) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK);</li> <li>(d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2</li> <li>(e) Copy of the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective members in the case of a bid submitted by a JV;</li> <li>(f) Documentary evidence establishing in accordance with ITB 14 that the Works offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;</li> <li>(g) Documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;</li> <li>(h) Technical Proposal in accordance with ITB 17;</li> <li>(i) Documentary evidence establishing in accordance with ITB 16 that the Works offered by the Bidder conform to the Bidding Documents;</li> <li>(j) Alternative Bids, if permissible, in accordance with ITB 13;</li> <li>(k) List of Subcontractors, in accordance with ITB 17.2 and 17.3;</li> <li>(l) Any other document required in the BDS.</li> </ul>	
<u>Price Bid</u>	
<ul style="list-style-type: none"> <li>(a) Letter of Price Bid;</li> <li>(b) Completed Price Schedules, in accordance with ITB 12 and 18;</li> <li>(c) Alternative Bids, at the Bidder's option and if permissible, in accordance with ITB 13; and</li> <li>(d) Any other document required in the BDS.</li> </ul>	



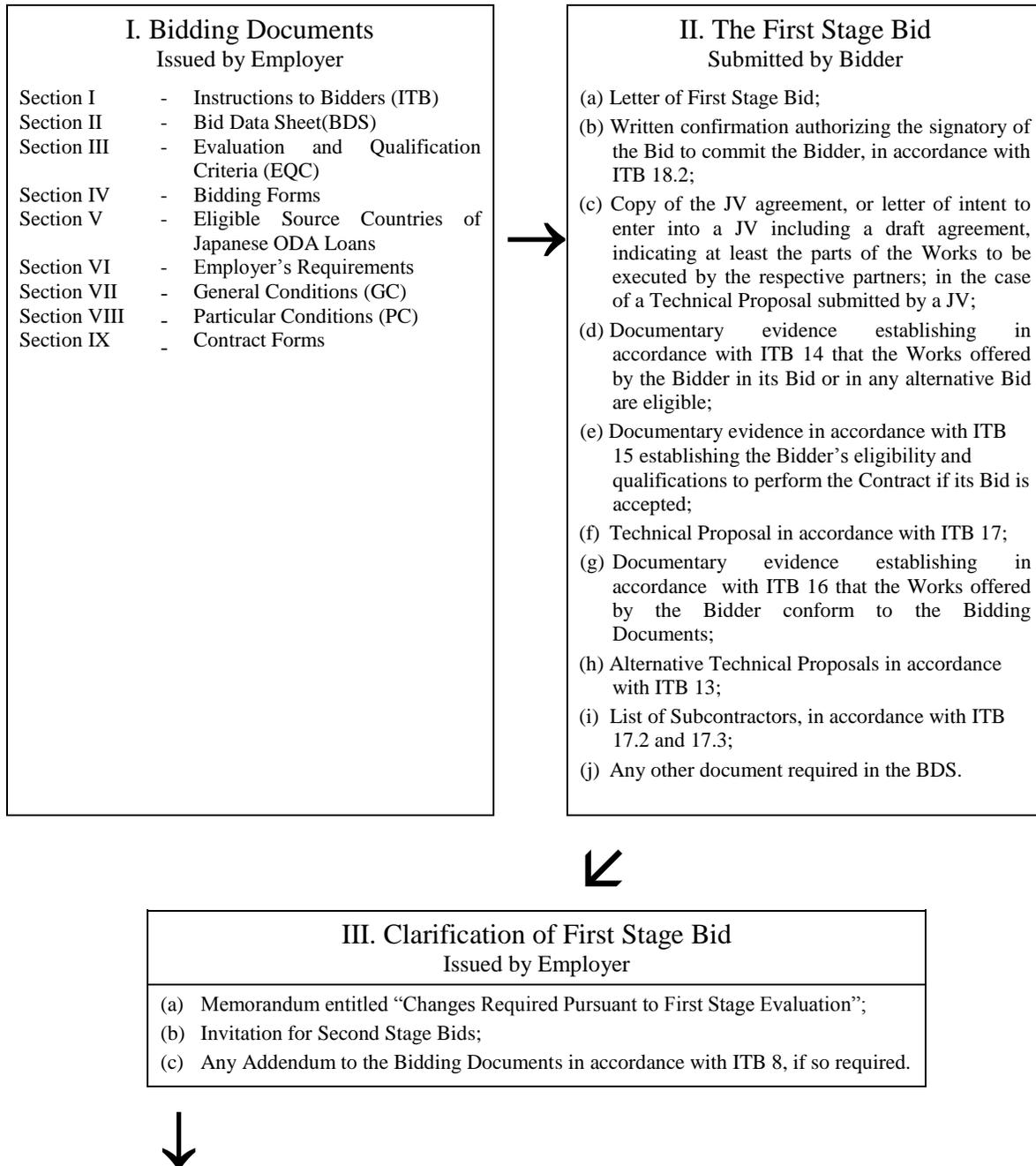
**III. Contract Documents**  
Issued by Employer & submitted by Bidder

- (a) Contract Agreement;
- (b) Letter of Acceptance;
- (c) Letter of Technical Bid;
- (d) Letter of Price Bid;
- (e) the addenda (if any)
- (e) Particular Conditions;
- (f) General Conditions;
- (g) Employer's Requirements;
- (h) Contractor's Proposal and any other documents forming part of the Contract; and
- (i) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans;

# Bidding Procedure

## Two-Stage One-Envelope Bidding

### Documents Structure



#### IV. The Second Stage Bid Submitted by Bidder

- (a) The Letter of Second Stage Bid;
- (b) Completed schedules as required, including Price Schedules, in accordance with ITB 32 and 33;
- (c) Bid Security, in accordance with ITB 36;
- (d) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK);
- (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 37.2;
- (f) Updated First Stage Bid, comprising any modifications required to the First Stage Bid as recorded in the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation";
- (g) Documentary evidence establishing in accordance with ITB 14 that any additional or varied Works offered by the Bidder, and not included in the First Stage Bid, are eligible;
- (h) Documentary evidence regarding any changes that may have occurred between the time of submitting the First and Second Stage Bids that have any material effect on the Bidder's eligibility and qualifications to perform the Contract;
- (i) Documentary evidence establishing that any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation", are technically acceptable;
- (j) List of Subcontractors additional to or different from those named in its First Stage Bid, for major items of Plant or Installation Services;
- (h) Other documentation and information which may be specified in the BDS.

#### V. The Contract Issued by Employer & submitted by Bidder

- (a) Contract Agreement;
- (b) Letter of Acceptance;
- (c) Letter of Second Stage Bid;
- (d) the addenda (if any)(e) Particular Conditions;
- (f) General Conditions;
- (g) Employer's Requirements;
- (h) Contractor's Proposal and any other documents forming part of the Contract.; and
- (i) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans; and,



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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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## **PART 1 - Bidding Procedures**

### OPTION A: Single-Stage Two-Envelope Bidding

Section I. Instructions to Bidders .....	ITB-1
Section II. Bid Data Sheet.....	BDS-1
Section III. Evaluation and Qualification Criteria (Following Prequalification) ...	EQC-1
Section III. Evaluation and Qualification Criteria (Without Prequalification).....	EQC-1

### OPTION B: Two-Stage One-Envelope Bidding

Section I. Instructions to Bidders.....	ITB-1
Section II. Bid Data Sheet.....	BDS-1
Section III. Evaluation and Qualification Criteria (Following Prequalification) ...	EQC-1
Section III. Evaluation and Qualification Criteria (Without Prequalification).....	EQC-1
Section IV. Bidding Forms .....	BF-1
Section V. Eligible Source Countries of Japanese ODA Loans .....	ESC-1

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

Section VI. Employer's Requirements .....	ER-1
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## **PART 3 - Conditions of Contract and Contract Forms**

Section VII. General Conditions (GC).....	GC-1
Section VIII. Particular Conditions.....	PC-1
Section IX. Contract Forms .....	CF-1



# 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 major work, prequalification is in principle required. If prequalification is not used, the appropriate Invitation for Bids form shall be used.

In case of Two-Stage One-Envelope Bidding procedure, the Bid Security is required at the Second Stage. Therefore, the request of a Bid Security shall be deleted from the Invitation for First Stage Bids.

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



# Invitation for Bids

Date: *[date of issuance of IFB]*

Loan Agreement No: *[insert number]*

IFB No: *[insert number]*

Reference Identification No: *[insert number]*

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. 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.
3. The *[insert name of the Employer]* now invites sealed Bids from prequalified eligible Bidders for the design, execution and completion of *[insert brief description of the Works to be procured]* (“theWorks”). International Competitive Bidding will be conducted in accordance with JICA’s *[insert “Single-Stage” or “Two-Stage”]* Bidding Procedure
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, email address(es) and/or facsimile numbers of appropriate office for inquiry and issuance of the Bidding Documents]*.
5. A complete set of the Bidding Documents may be purchased and inspected by interested prequalified Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of *[insert amount in currency of Borrower’s country or in specified 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 Bid security<sup>7</sup> of *[insert fixed amount (same as that stated in Clause 21.1 of the Bid Data Sheet (BDS))]*.

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## Notes

<sup>1</sup> Substitute “has applied for,” if appropriate.

<sup>2</sup> Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 6 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.”

<sup>3</sup> The office for inquiry and issuance of the Bidding Documents and that for Bid submission may or may not be the same.

<sup>4</sup> The fee, to defray printing and mailing/ shipping costs, should be nominal.

<sup>5</sup> Substitute the Employer’s address for Bid submission if different from its address for inquiry and issuance of the Bidding Documents.

<sup>6</sup> 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

7. Bids will be opened in the presence of Bidders' representatives who choose to attend at *[insert time and date]* at the office 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 number]*

*[Insert email address]*

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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.

- <sup>7</sup> Delete the request for a security when the Two-Stage Bidding procedure is used, as the security is requested in the Invitation for Second Stage Bids.

# 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 Facilities, 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 projects similar to that for which the Invitation for Bids is issued).

In case of Two-Stage One-Envelope Bidding procedure, the Bid Security is required at the Second Stage. Therefore, the request of a Bid Security shall be deleted from the Invitation for First Stage Bids.

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



# Invitation for Bids

Date: *[date of issuance of IFB]*

Loan Agreement No: *[insert number]*

IFB No: *[insert number]*

Reference Identification No: *[insert number]*

1. The *[insert name of Borrower]* has received<sup>8</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>9</sup> for *[insert title of Contract]*.
2. 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.
3. The *[insert name of the Employer]* now invites sealed Bids from eligible Bidders for the design, execution and completion of *[insert brief description of the Works to be procured]* (“the Works”). International Competitive Bidding will be conducted in accordance with JICA's *[insert “Single-Stage” or “Two-Stage”]* Bidding Procedure.
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>10</sup> *[insert mailing address, email address(es), and/or facsimile numbers of appropriate office for inquiry and issuance of Bidding Documents]*.
5. A complete set of the Bidding Documents may be purchased and inspected by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of *[insert amount in currency of Borrower’s country or in specified convertible currency]*.<sup>11</sup>
6. Bids must be delivered to the address above<sup>12</sup> on or before *[insert time]* on *[insert date]*<sup>13</sup> and must be accompanied by a Bid Security<sup>14</sup> of *[insert fixed amount (same as that stated in Clause 21.1 of the Bid Data Sheet (BDS))]*.

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<sup>8</sup> Substitute “has applied for,” if appropriate.

<sup>9</sup> Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 6 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.”

<sup>10</sup> The office for inquiry and issuance of Bidding Documents and that for Bid submission may or may not be the same.

<sup>11</sup> The fee, to defray printing and mailing/ shipping costs, should be nominal.

<sup>12</sup> Substitute the Employer’s address for Bid submission if different from its address for inquiry and issuance of Bidding Documents.

<sup>13</sup> 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.

7. Bids will be opened in the presence of Bidders' representatives who choose to attend at *[insert time and date]* at the office 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 number]*

*[Insert email address]*

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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.

<sup>14</sup> Delete the request for a security when the Two-Stage Bidding procedure is used, as the security is requested in the Invitation for Second Stage Bids.

# **Invitation for Second Stage Bids**

## **Notes on Invitation for Second Stage Bids**

The Invitation for Second Stage Bids is used in the Two-Stage One-Envelope Bidding procedure. It shall be sent to all Bidders who were found responsive after the First Stage Bid evaluation, inviting them to submit an updated technical Bid and a financial Bid.

Two-Stage One-Envelope Bidding applies following a prequalification process or without such procedure. The Invitation for Bids “Following Prequalification” and “Without Prequalification” given above shall be used for inviting Bidders for the First Stage Bid.



# Invitation for Second Stage Bids

Date: *[date of issuance of Invitation for Second-Stage Bids]*

Loan Agreement No: *[insert number]*

IFB No: *[insert number]*

Reference Identification No: *[insert number]*

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

1. We hereby inform you that you are invited to submit a sealed Second-Stage Bid for the execution and completion of the cited Contract for which you submitted a First Stage Bid on *[insert date of submission of First Stage Bid]*, which was reviewed during the clarification meeting(s) held on *[insert date(s)]* and has been found technically responsive.
2. Your Second Stage Bid should include an updated Technical Bid and a Price Bid based on attached amendment, if any<sup>15</sup>, and on the modifications, if any, listed in the “Changes Required Pursuant to the First Stage Evaluation” Annex to the Memorandum of the clarification meeting(s) held with you on *[insert date(s)]*<sup>16</sup>.
3. Second Stage Bids shall be submitted *[insert time, date and address for Second Stage Bid submission]* and will be opened in the presence of the Bidder’s representatives who choose to attend at *[insert time, date and address for Second-Stage Bid opening]*<sup>17</sup>.
4. Second Stage Bids shall remain valid for *[insert number of days]*<sup>18</sup> after the deadline for Bid submission prescribed above.
5. All Second Stage Bids must be accompanied by a Bid Security in an amount of *[insert fixed amount (same as that stated in Clause 36.1 of the Bid Data Sheet (BDS))]*.
6. Please confirm receipt of this letter immediately in writing by email or facsimile. If you do not intend to bid, we would appreciate being so notified again in writing at your earliest opportunity.

Attachments: *[insert title of amendments, if any, and the Memorandum of “Changes Required Pursuant to First Stage Evaluation”]*

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## Notes

<sup>15</sup> Amendment shall be common to all Bidders invited to submit a Second Stage Bid.

<sup>16</sup> A copy of the respective Annex should be attached to the letter to the corresponding Bidder.

<sup>17</sup> The dates of Bid submission and Bid opening should be the same, and the time should also be the same or immediately thereafter.

<sup>18</sup> The period should be sufficient to permit completion of the Second Stage Bid evaluation, review of the recommended selection by JICA, obtainment of approvals and notification of award. A realistic period should be specified in order to avoid the need for Bid validity extension.

*[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 number]*

*[Insert E-mail address]*

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# **PART 1 - Bidding Procedures**



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**OPTION A:**

**Single-Stage Two-Envelope Bidding**



## Section I. Instructions to Bidders

### Notes 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 Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (trial version) published by JICA in July, 2015 (hereafter referred to as “Standard ITB”) is **required** in Bidding Documents for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor financed by Japanese ODA Loans, 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 all Single-Stage Two-Envelope bidding processes for Design Build Contracts funded with Japanese ODA Loans are the Standard Instructions to Bidders included in Option A, Single-Stage Two-Envelope Bidding, of the Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (SBD (Design Build)) (Trail Version) published by JICA in July 2015.*

*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**, Single-Stage Two-Envelope Bidding, Section I,” of the Standard Bidding Documents for Procurement of Plant Design, Supply and Installation (Trail Version) published by JICA in July 2015. 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 the 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 the 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 Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor as specified in Section VI, Employer’s Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) 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 applied for or received a Japanese ODA Loans 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, toward the cost of the project specified in the BDS. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are issued.
  - 2.2 Disbursement of a Japanese ODA Loans 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 part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Corrupt and Fraudulent**
  - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA

**Practices**

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 a 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 Advertisements 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 the above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a Subcontractor, who has a direct contract with the Contractor, 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 [Corrupt and Fraudulent Practice] of 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:

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

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 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 prequalification and Bidding Documents for the Contract, (ii) the prequalification and 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 or as a member in 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 shall be from any of the eligible source countries 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 its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Eligible Plant, Material and Services**

5.1 The Plant, Material and Services to be supplied under the Contract shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans, and all expenditures under the Contract

will be limited to such Plant, Material and Services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different 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 indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

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

#### **PART 2 Employer’s Requirements**

- Section VI. Employer’s Requirements

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

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. 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 Employer's Requirement 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 his 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 24.2.
- 7.2 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if so **specified in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be conducted by the Employer at the time of the pre-bid meeting, if so **specified in the BDS**.
- 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 24.2.

### C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be

written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents  
Comprising the  
Bid**

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with ITB 21;
- (c) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
- (e) in the case of a Bid submitted by a JV, a copy of the JV agreement, or letter of intent, signed by all members, to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;
- (f) documentary evidence establishing in accordance with ITB 14 that the Works offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
- (g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (h) Technical Proposal in accordance with ITB 17;
- (i) documentary evidence establishing in accordance with ITB 16 that the Works offered by the Bidder conform to the Bidding Documents;
- (j) alternative Bids, if permissible, in accordance with ITB

13;

(k) list of Subcontractors, in accordance with ITB 17.2 and 17.3; and

(l) any other document **required in the BDS**.

11.3 The Price Bid submitted by the Bidder shall comprise the following:

(a) Letter of Price Bid;

(b) completed Price Schedules, in accordance with ITB 12 and 18;

(c) alternative Price Bids, at the Bidder's option and if permissible, in accordance with ITB 13; and

(d) any other document **required in the BDS**.

## 12. Letters of Bid and Schedules

12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid, including the appropriate Technical and Price Schedules, 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 22.2. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

13.1 **The BDS indicates** whether alternative Bids are allowed. If they are allowed, **the BDS will also indicate** whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB 13.2 and/or ITB 13.4.

13.2 When alternatives to the Time for Completion of the whole of the Works or the sections are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the Bidding Documents must also provide: (i) a price at which they are prepared to offer such alternative meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical information (particulars), breakdown of prices, and proposed installation 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 Bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Section VI, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Works shall be considered by the Employer on their own merits, pursuant to ITB 35.2.

**14. Documents  
Establishing the  
Eligibility of  
Plant, Materials  
and Services**

14.1 To establish the eligibility of Plant, Materials and Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

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

15.1 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.

15.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (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.

**16. Documents  
establishing  
conformity of**

16.1 The documentary evidence of the conformity of the Works with the Bidding Documents may be in the form of literature,

**the Works**

drawings and data, and shall include:

- (a) a detailed description of the essential technical and performance characteristics of the Plant, including the Schedule of Guarantees of the proposed Plant, in response to the Employer's Requirement. The Schedule of Guarantees of the proposed Plant shall be stated in the applicable form in Section IV, Bidding Forms;
- (b) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Plant for the period **specified in the BDS**, following completion of the Works in accordance with the provisions of Contract; and
- (c) adequate evidence demonstrating the substantial responsiveness of the Works to those Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the alterations are substantially equivalent or superior to the standards designated in the Employer's Requirement.

**17. Technical Proposal, Subcontractors**

- 17.1 The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, safety plan, and any other information as stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidder's proposal to the Employer's Requirements and the completion time.
- 17.2 For major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Technical Proposals information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the Works. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Works to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 16.1.
- 17.4 **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).
- 17.5 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.
- 17.6 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 15.2.
- 18. Bid Prices and Discounts**
- 18.1 **Unless otherwise specified in the BDS**, Bidders shall quote for the Works such that the total Bid Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.
- 18.3 Bidders shall provide price in each item in the manner and detail called for in the Price Schedules included in Section IV, Bidding

Forms. Further, Bidders may add breakdowns of items and provide the prices in each Price Schedule included in Section IV, Bidding Forms.

- 18.4 The price to be offered in the Letter of Bid, in accordance with ITB 12.1, shall be the total **price of the Bid, excluding any discounts that may be offered.**
- 18.5 **Unless otherwise specified in the BDS and the Contract,** the prices offered 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.
- 18.6 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 18.4, provided the Bids for all lots (contracts) are opened at the same time.
- 18.7 **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.
- 18.8 Bidders wishing to offer any unconditional discount shall specify in their Letter of Price Bid the offered discounts and the manner in which price discounts will apply.

**19. Currencies of Bid and Payment**

- 19.1 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.
- 19.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

**20. Period of  
Validity of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer pursuant to ITB 24.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 20.2 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 20.3.
- 20.3 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 effect of the corrections indicated above.

**21. Bid Security**

- 21.1 The Bidder shall furnish as part of its Bid a Bid Security in the amount and currency **specified in the BDS**.
- 21.2 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 an insurance company or

a bonding company located outside the Employer's Country, the issuer 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 20.2.

- 21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the Bidder is determined disqualified or in case the Bidder pass the technical evaluation,
- 21.5 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.
- 21.6 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 43; or
    - (ii) furnish a Performance Security in accordance with ITB 44.
- 21.7 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.

## 22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid as described in ITB 11 and clearly mark it "TECHNICAL BID - ORIGINAL" and "PRICE BID - ORIGINAL." 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 them

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

- 22.2 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.
- 22.3 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.
- 22.4 Any interlineations, 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**

#### **23. Submission, Sealing and Marking of Bids**

- 23.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Bidders shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “TECHNICAL BID – ORIGINAL,” “PRICE BID – ORIGINAL,” “TECHNICAL BID – COPY,” “PRICE BID – COPY,” and “ALTERNATIVE,” as appropriate. These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 through 23.5.

- 23.2 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 24.1; and
  - (c) bear the specific identification of this bidding process

specified in BDS 1.1.

- 23.3 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 Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7.
- 23.5 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.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 24.2 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.
- 25. Late Bids**
- 25.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 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 22.2, (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 22 and ITB 23 (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 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 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 Technical Bid and on the Letter of Price Bid or any extension thereof.

## **27. Bid Opening**

27.1 Except in the cases specified in ITB 25 and ITB 26, the Employer shall publicly open and read out in accordance with ITB 27.5 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 time of their opening to be specified in accordance with ITB 27.7.

27.2 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 opening of the Technical Bids.

27.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the 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 27.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the Technical Bids.

27.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified 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. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB

27.1.

27.5 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 the 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 25.1).

27.6 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.

27.7 At the end of the evaluation of 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.

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

27.9 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.

27.10 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 Price(s), 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.

27.11 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), including 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**

- 28. Confidentiality**
- 28.1 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 such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 28.2 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.
- 28.3 Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 29. Clarification of Bids**
- 29.1 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 Bids, in accordance with ITB 36.

29.2 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.

**30. Deviations,  
Reservations,  
and Omissions**

30.1 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.

**31. Preliminary  
Examination of  
Technical Bids**

31.1 The Employer shall examine Technical Bids 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.

31.2 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.

**32. Qualification of  
the Bidders**

32.1 The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III,

Evaluation and Qualification Criteria, during the evaluation of 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.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.

32.3 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 the Employer shall return the unopened Price Bid to the Bidder.

If the assessment of the Bidder's qualification is conducted for the lowest evaluated Bidder only, in accordance with ITB 32.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

32.4 The capabilities of the manufacturers and Subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned.

**33. Determination of Responsiveness of Technical Bids**

33.1 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.

33.2 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 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.
- 33.3 The Employer shall examine the technical aspects of the Technical Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.
- 33.4 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.
- 34. Nonmaterial Nonconformities**
  - 34.1 Provided that a Technical Bid is substantially responsive, the Employer may waive any nonconformity in the Technical Bid that does not constitute a material deviation, reservation or omission.
  - 34.2 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 of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
  - 34.3 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 indicated in Section III, Evaluation and Qualification Criteria.
- 35. Detailed Evaluation of**
  - 35.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-

**Technical Bids**

responsive, in order to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified Schedule of Guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Works offered with specified performance criteria, corresponding to each Schedule of Guarantees, as indicated in the Technical Requirements; suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;
- (b) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

35.2 Where alternative technical solutions have been allowed in accordance with ITB 13.4, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

**36. Correction of Arithmetical Errors**

36.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

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

- 36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, in accordance with ITB 36.1, shall result in the rejection of the Bid.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS.**
- 38. Evaluation of Price Bids**
- 38.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 38.2 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding Provisional Sums in the Price Schedules, ~~but~~ including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 18.7 or ITB18.9;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.3;
  - (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 37; and
  - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 38.3 If price adjustment is allowed in accordance with ITB 18.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 38.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple 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.
- 38.5 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 Price Schedules, to demonstrate the internal consistency of those prices with the methods and the Price Schedules proposed. After evaluation of the price analyses, taking into consideration the Schedule of Payment, 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.

- 39. Comparison of Bids** 39.1 The Employer shall compare the evaluated prices of all substantially responsive Bids in accordance with ITB 38.2 to determine the lowest evaluated Bid.
- 40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 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**

- 41. Award Criteria** 41.1 Subject to ITB 40.1, 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 eligible and qualified to perform the Contract satisfactorily.
- 42. Notification of Award** 42.1 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").
- 42.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 42.3 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 has 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 the supplier (if applicable); and
  - (e) award date and amount of the Contract.
- 42.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 42.5 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 Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.
- 43. Signing of Contract**
- 43.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 44. Performance Security**
- 44.1 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 38.5, using for that purpose the Performance Security Form included in Section IX Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 44.2 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 those of the corresponding ITB clauses.



## 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 Employer]</i> _____
<b>ITB 1.1</b>	The name, identification and number of the lot(s) (contract(s)) comprising this ICB is: <i>[insert name, identification and number of lot(s) (contract(s))]</i>
<b>ITB 2.1</b>	The Borrower is: <i>[insert name of 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 Loan Agreement]</i>
<b>ITB 2.1</b>	The name of the Project is: <i>[insert name of 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/debarr">www.worldbank.org/debarr</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: <i>[insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 24.1 for Bid submission.]</i> 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> _____

	<p>Telephone: <i>[insert telephone number, including country and city codes]</i> _____</p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i> _____</p> <p>Electronic mail address: <i>[insert email address, if applicable]</i> _____</p>
<b>ITA 7.1</b>	<p>Responses to any request for clarification, if any, <i>[select “will” or “will not”, as appropriate]</i> be published on the Employer’s web page indicated below.</p> <p style="text-align: center;"><i>Web page: [Insert the Employer’s web page if responses to requests for clarifications will be published on the Employer’s web page, otherwise omit.]</i></p>
<b>ITB 7.4</b>	<p>A pre-bid meeting _____ <i>[insert “will” and insert the date, time and place information in the spaces provided below if a pre-bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for Bid submission. Otherwise, insert “will not” and insert “Not Applicable” in the spaces provided below for the date, time and place]</i> take place at the following date, time and place:</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>	<p>Addenda, if any, <i>[select “will” or “will not”, as appropriate]</i> be published on the Employer’s web page.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: <i>[insert one of the following: Japanese, English, Spanish or French]</i> _____</p>
<b>ITB 11.2 (I)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <p>_____</p> <p><i>[List any additional documents not already listed in ITB 11.2 that must be submitted with the Bid. If no additional documents are to be submitted, insert “None”. ]</i></p>

<b>ITB 11.3 (d)</b>	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <hr/> <p><i>[List any additional documents not already listed in ITB 11.3 that must be submitted with the Bid. If no additional documents are to be submitted, insert "None".]</i></p>
<b>ITB 13.1</b>	<p><i>[Use one of the following options as appropriate.]</i></p> <p>Alternative Bids are invited/permitted in accordance with:  <i>[ITB 13.2 and/or ITB 13.3 and/or ITB13.4]</i>  <i>[Choose the ITB Clause(s) corresponding to the invited/permitted alternative(s) and specify the type(s) of alternative accepted.]</i></p> <p><i>[or]</i></p> <p>Alternative Bids are not permitted.</p>
<b>ITB 13.2</b>	<p><i>[If alternatives to the Time for Completion of the whole of the Works or the sections are invited, insert the following provisions; otherwise, delete this Clause 13.2 of the BDS.]</i></p> <p>Alternatives to the Time for Completion of the whole of the Works or the sections are permitted.</p> <p>The evaluation method is as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 13.4</b>	<p><i>[If alternative technical solutions are invited, insert the parts for which they are permitted; otherwise, delete this Clause 13.4 of the BDS.]</i></p> <p>Alternative technical solutions are permitted for the following parts of the Works: _____ as further detailed in Section VI, Employer's Requirements.</p> <p>The evaluation method is as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 16.1 (b)</b>	<p>The period following completion of the Works during which spare parts, special tools etc. shall be available, is <i>[insert number of years as appropriate, normally two (2) years]</i> _____.</p>
<b>ITB 17.4</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 17.4.]</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>
<b>ITB 18.1</b>	<p><i>[Use one of the following options as appropriate.]</i></p> <p>Bidders shall quote for the entire Works on a single responsibility basis.</p>

	<p>[or]</p> <p>Bidders shall quote for the following components or services on a single responsibility basis: [insert list of components or services]</p> <p>_____</p> <p>[and/or]</p> <p>The following components or services will be provided under the responsibility of the Employer: [insert list of components or services]</p> <p>_____</p>
<b>ITB 18.4</b>	<p><i>[Insert the following only if the Employer intends not to accept adding the breakdowns of Price Schedule. Otherwise delete this BDS 18.4.]</i></p> <p>Bidders are not allowed to add the breakdowns of Price Schedules.</p>
<b>ITB 18.5</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 18.5.]</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>ITB18.7</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 under the relevant laws or regulations. Otherwise delete this BDS 18.5.]</i></p> <p><i>The duties, taxes and other levies indicated below shall be exempted.</i></p> <p><i>[List duties, taxes and other levies to be exempted.]</i></p> <p><i>The duties, taxes and other levies indicated above shall be [choose one of the following: “exempted”, reimbursed, “paid by the Employer on behalf of the Contractor”, as appropriate.]:</i></p>
<b>ITB 19.1</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 Price Schedule separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from</p>

	<p>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 20.1</b>	<p>The Bid validity period shall be _____ <i>[insert number of days required for evaluation, approval and award plus contingency]</i> days.</p> <p><i>[This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Facilities 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 20.3 (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 20.3 (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> <p><i>Note: If there is no fixed portion of the Bid Price, or the entire price is fixed; Not Applicable.</i></p>
<b>ITB 21.1</b>	<p>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></p>
<b>ITB 21.2 (d)</b>	<p>Other types of acceptable securities:</p> <hr/> <p><i>[Insert names of other acceptable securities. Insert "None" if no other forms of Bid Securities besides those listed in ITB 21.2 (a) through (c) are acceptable.]</i></p>

<b>ITB 22.1</b>	In addition to the original of the Bid, the number of copies is: <i>[insert number of copies]</i> _____
<b>ITB 22.2</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 24.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is: <i>[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications.]</i></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, e.g., 27 April , 2015]</i> _____</p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i> _____</p> <p><i>[The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to ITB 24.2.]</i></p>
<b>ITB 27.1</b>	<p>The Technical 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, e.g., 27 April , 2015]</i> _____</p> <p>Time: <i>[insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.]</i> _____</p> <p><i>[The date and time should be the same as those given for the deadline for submission of Bids (ITB 24).]</i></p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 37.1</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a

	<p>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 a date (day, month and year, e.g., 27 April , 2015), not earlier than thirty (30) days prior to, nor later than, the date for Technical Bid opening, specified in ITB 27.1] _____</i></p>
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## **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 32, ITB 35 and ITB 38, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.



## Evaluation and Qualification Criteria (Following Prequalification)

### 1. Evaluation

#### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (b) the following factors shall apply:

##### 1.1.1 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	<i>Project Manager (to be Contractor's Representative under GC 4.3)</i>		
2	<i>e.g. Chief Engineer(s)<sup>1</sup></i>		
3	<i>e.g. Design Manager</i>		
4	<i>e.g. Health &amp; Safety (Accident Prevention) Officer<sup>2</sup></i>		
...			
<p><u>Notes for the Employer</u></p> <p>1. Chief Engineer(s) or Section Manager(s) who is(are) responsible for the major activities should be evaluated.</p> <p>2. The personnel for the key positions include an accident prevention officer, as appropriate. Alternative candidates for key positions should not be evaluated.</p> <p>Insert requirements for multiple contracts, if necessary.</p>			

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

##### 1.1.2 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number Required
1		

2		
3		
...		
<p><u>Notes for the Employer</u></p> <p><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.

### 1.1.3 Others

*[Insert appropriate additional provisions, if any.]*

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## 1.2 Economic Evaluation

*[Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid Prices quoted by Bidders shall remain unaltered.]*

In addition to the criteria listed in ITB 38.2 (a) – (c) the following criteria shall apply.

### 1.2.1 Quantifiable nonmaterial nonconformities

*[Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) 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.]*

### 1.2.2 Other Factors

The following factors and methods will apply under ITB 38.2 (f):

#### (a) Operating and Maintenance Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated

according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

*[Use one of the two options given below – delete the inapplicable option.]*

Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:

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

**or**

Option 2: Reference to the methodology specified in the Specification or elsewhere in the Bidding Documents

*[Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]*

**(b) Specific additional criteria**

The following additional criteria will be used in the evaluation: *[If applicable, insert a list of additional criteria.]* \_\_\_\_\_

The relevant evaluation method, if any, shall be as follows: *[Insert the evaluation method.]* \_\_\_\_\_

**1.2.3 Award Criteria for Multiple Contracts (ITB 38.4)**

*[Insert the following text in case of multiple contracts. 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**

Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows: [Insert a methodology of evaluation of Alternative Completion Time(s) for the whole part of the Works and/or Sections (if any)]

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### **1.4 Alternatives Technical Solutions**

Alternatives technical solutions, if invited in accordance with ITB 13.4, will be evaluated as follows: [Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]

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## **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 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 37.1** 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 Clause EQC 2 (ii).*

*“Criteria for qualification are the aggregate minimum requirements, or any other reasonable requirements set forth by the Employer, for the respective lots as specified under Financial Resources, 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/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2	Financial Resources	(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 cash flow requirements estimated as USD [ <i>insert amount in USD</i> ] <sup>1</sup> for the subject Contract(s) net of the Bidder's other commitments.  <i>[insert requirements for multiple contracts, if necessary].</i>	Must meet requirement	Must meet requirement	Must meet [ <i>insert percentage</i> ]  _____ percent <sup>2</sup> (____%) of the requirement	Must meet [ <i>insert percentage</i> ]  _____ percent <sup>3</sup> (____%) of the requirement	Form FIR - 1
		(ii) The Bidder 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 Form FIR - 2

### Notes for the Employer

1. Indicate the 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 the works, 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.

Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
							<p>2. Usually not less than 25% of the requirement for each member of a JV.</p> <p>3. Usually not less than 40% of the requirement for one member of a JV.</p>

### 2.3 Subcontractors/manufacturers

Subcontractors/manufacturers for major items of supply or services identified in the prequalification document must meet or continue to meet the minimum criteria specified therein for each item.

Subcontractors/manufacturers for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
...		

Failure to comply with this requirement will result in the rejection of the Subcontractor.

In the case of a Bidder who offers to supply and install major items of the Works under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using Form MAN provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

## **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 32, ITB 35 and ITB 38, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

The “Notes for the Bidder” in this Section III, Evaluation and Qualification Criteria (Without Prequalification), shall be included in the actual Bidding Documents, prepared by the Employer.



## Evaluation and Qualification Criteria (Without Prequalification)

### 1. Evaluation

#### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (b) the following factors shall apply:

##### 1.1.1 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	<i>Project Manager (to be Contractor's Representative under GC 4.3)</i>		
2	<i>e.g. Chief Engineer(s)<sup>1</sup></i>		
3	<i>e.g. Design Manager</i>		
4	<i>e.g. Health &amp; Safety (Accident Prevention) Officer<sup>2</sup></i>		
...			
<p><u>Notes for the Employer</u></p> <p>1. Chief Engineer(s) or Section Manager(s) who is(are) responsible for the major activities should be evaluated.</p> <p>2. The personnel for the key positions include an accident prevention officer, as appropriate. Alternative candidates for key positions should not be evaluated.</p> <p>Insert requirements for multiple contracts, if necessary.</p>			

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

##### 1.1.2 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		

3		
...		
<p><i>Notes for the Employer</i></p> <p>1. 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.</p> <p>2. Insert requirements for multiple contracts, if necessary.</p>		

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

### **1.1.3 Others**

*[Insert appropriate additional provisions, if any.]*

---

## **1.2 Economic Evaluation**

*[Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid Prices quoted by Bidders shall remain unaltered.]*

In addition to the criteria listed in ITB 38.2 (a) – (c) the following criteria shall apply.

### **1.2.1 Quantifiable nonmaterial nonconformities**

*[Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) 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.]*

### **1.2.2 Other Factors**

The following factors and methods will apply under ITB 38.2 (f):

#### **(a) Operating and Maintenance Costs**

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices

furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

*[Use one of the two options given below – delete the inapplicable option.]*

Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:

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

**or**

Option 2: Reference to the methodology specified in the Specification or elsewhere in the Bidding Documents

*[Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]*

**(c) Specific additional criteria**

The following additional criteria will be used in the evaluation: *[If applicable, insert a list of additional criteria.]*

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The relevant evaluation method, if any, shall be as follows: *[Insert the evaluation method.]*

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**1.2.3 Award Criteria for Multiple Contracts (ITB 38.4)**

*[Insert the following text in case of multiple contracts. 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**

Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows: [Insert a methodology of evaluation of Alternative Completion Time(s) for the whole part of the Works and/or Sections (if any)]

### **1.4 Alternatives Technical Solutions**

Alternatives technical solutions, if invited in accordance with ITB 13.4, will be evaluated as follows: \_\_\_\_\_ [Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]

## **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 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 37.1** 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 Clause EQC 2 (ii).*

*“Criteria for qualification are the aggregate minimum requirements, or any other reasonable requirements set forth by the Employer, for the respective lots as specified under Financial Situation and Experience, Sub-Factors 2.3.2, 2.3.3 (i), 2.3.3 (ii), 2.4.2 (a) and 2.4.2 (b) below.”]*

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.1 Eligibility</b>							
2.1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.3.	Must meet requirement	N/A	Must meet requirement	N/A	Form ELI –1.1 and 1.2, with attachments
2.1.2	<b>Conflict of Interest</b>	No conflicts of interests as described in ITB 4.2.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.1.3	<b>JICA Ineligibility</b>	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/ Sub-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 [insert year] <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 _____ percent (___ %) [insert percentage figure] <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 [insert year] <sup>4</sup>	Must meet requirement <sup>(ii)</sup>	N/A	Must meet requirement <sup>(ii)</sup>	N/A	Form CON
<u>Notes for the Bidder</u>							
<p>(i) Non-performance, as decided by the Employer, shall include all Contracts:</p> <p>(a) where non performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract, and</p> <p>(b) that were so challenged but fully settled against the Contractor.</p> <p>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 Applicant have been exhausted.</p>							

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Factor/ Sub-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>							
<p>(ii) This requirement also applies to Contracts executed by the Bidder as a JV member.</p> <p>(iii) 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 rejection of the Bid.</p>							
<i>Notes for the Employer</i>							
<p>1. Year should usually be one (1) or two (2) years prior to the Bid submission deadline.</p> <p>2. The percentage should be normally within the range of 50% to 100% of a Bidder's net worth.</p> <p>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) Contracts 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.</p> <p>4. Year should usually be five (5) years prior to the Bid submission deadline.</p>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.3 Financial Situation</b>							
2.3.1	<b>Financial Performance</b>	<p>The audited balance sheets or, if not required by the law 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 its prospective long term profitability .</p> <p>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>.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1 with attachments
2.3.2	<b>Average Annual Turnover</b>	<p>Minimum average annual turnover of [<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 of years</i>]____ years<sup>4</sup> divided by [<i>insert number of years</i>] _____ years<sup>5</sup>.</p> <p>[<i>insert requirements for multiple contracts, if necessary</i>].</p>	Must meet requirement	Must meet requirement	Must meet [ <i>insert percentage</i> ] _____ percent <sup>6</sup> (____%) of the requirement	Must meet [ <i>insert percentage</i> ] _____ percent <sup>7</sup> (____%) of the requirement	Form FIN – 2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.3 Financial Situation</b>							
2.3.3	<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 cash flow requirements estimated as USD [ <i>insert amount in USD</i> ] <sup>8</sup> for the subject Contract(s) net of the Bidder's other commitments.  [ <i>insert requirements for multiple Contracts, if necessary</i> ]	Must meet requirement	Must meet requirement	Must meet [ <i>insert percentage</i> ] percent <sup>6</sup> (____%) of the requirement	Must meet [ <i>insert percentage</i> ] percent <sup>7</sup> (____%) of the requirement	Form FIR - 1
		(ii) The Bidder 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 Form FIR - 2
<u>Notes for the Employer</u>							
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 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.							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.3 Financial Situation</b>							
<p>2. The financial information provided by an Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Applicant 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.</p> <p>3. The amount stated should normally not be less than twice the estimated annual turnover in the proposed Contract (based on a straight-line projection of the Employer's estimated 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.</p> <p>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 industry with only a short record of experience, etc.</p> <p>5. Same number of years as in 4. above.</p> <p>6. Usually not less than 25% of the requirement for each member of a JV.</p> <p>7. Usually not less than 40% of the requirement for one member of a JV.</p> <p>8. Indicate the 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 the works, from the beginning of the month invoiced, (b) the time needed by the Project Manager to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six (6) months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular Contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated Contract cost.</p>							

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.4 Experience</b>							
2.4.1	<b>General Experience</b>	Experience under contracts in the role of prime contractor (single entity or JV member), Subcontractor, or management contractor <sup>(i)</sup> for at least the last [insert number of years] _____ years <sup>1</sup> starting 1 <sup>st</sup> January [insert year] ____.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP - 1
2.4.2 (a)	<b>Specific Experience</b>	A minimum number of [insert number of contracts] <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 1 <sup>st</sup> January [insert year] <sup>3</sup> and the Bid submission deadline.  [insert requirements for multiple Contracts, if necessary]	Must meet requirement	Must meet requirements <sup>(v)</sup>	N/A	N/A	Form EXP - 2(a)
2.4.2 (b)	<b>Specific Experience</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 [insert year] <sup>4</sup> and the Bid submission deadline, a minimum experience in the following key activities successfully completed [list activities, as applicable].  [insert requirements for multiple Contracts, if necessary] <sup>(vii)</sup>	Must meet requirements (can be a specialist Subcontractor)	Must meet requirements (can be a specialist Subcontractor)	N/A	N/A	Form EXP - 2(b)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.4 Experience</b>							
<u>Notes for the Bidder</u>							
<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 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 contract.</p> <p>(ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Employer’s 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 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 shall be counted to meet this requirement.</p> <p>(vii) The minimum experience requirement for multiple Contracts will be the sum of the minimum requirements for respective individual contracts.</p>							
<u>Notes for the Employer</u>							
<p>1. <i>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 industry with only a short record of experience.</i></p>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.4 Experience</b>							
2. <i>The range of contract numbers should be one (1) to three (3), depending on the size, value, nature and complexity of the subject contract, the exposure of the Employer to risk of contractor default, country conditions and history of similar works constructed in the past.</i>							
3. <i>The time range is normally five (5) years, and may be extended up to a period of ten (10) years for large-scale projects.</i>							
4. <i>Same as that stipulated in 3 above.</i>							

## 2.5 Subcontractors/manufacturers

Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
...		

Failure to comply with this requirement will result in rejection of the Subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using Form MAN provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

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**OPTION B:**

**Two-Stage 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 Plant & Design Build (Trail Version) published by JICA in July, 2015 (hereafter referred to as “Standard ITB”) is **required**, in Bidding Documents for Plant & Design Build works financed under Japanese ODA Loans, 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 all Two-Stage One-Envelope bidding processes for Plant & Design Build Contracts funded with Japanese ODA Loans are the Standard Instructions to Bidders included in Option B, Two-Stage One-Envelope Bidding, of the Standard Bidding Documents for Procurement of Plant & Design Build (SBD (Design Build)) (Trial Version) published by JICA in July 2015.*

*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-Stage One-Envelope Bidding, Section I,” of the Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (SBD (Design Build)) (Trail Version) published by JICA in July 2015. 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 the 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 the 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 Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor as specified in Section VI, Employer’s Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) 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 applied for or received a Japanese ODA Loans 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**, toward the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are issued.
  - 2.2 Disbursement of a Japanese ODA Loans 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 part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Corrupt and Fraudulent**

  - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers under contracts funded with Japanese ODA

**Practices**

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 Advertisements 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 a 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 [Corrupt and Fraudulent Practice] 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:

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

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 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 prequalification and Bidding Documents for the Contract, (ii) the prequalification and 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 or as a member in 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 shall be from any of the eligible source countries 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 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## 5. Eligible Plant, Material and Services

5.1 The Plant, Material and Services to be supplied under the Contract shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans, and all expenditures under the Contract

will be limited to such Plant, Material and Services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different 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 indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

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

#### **PART 2 Employer’s Requirements**

- Section VI. Employer’s Requirements

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

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. 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 Employer's Requirement 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 his 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, ITB 20.2 and ITB 39.2.
- 7.2 The Bidder is advised to visit and examine the site where the plant is to be installed 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 the provision of Plant and Installation Services. 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 The Bidder's designated representative is invited to attend a pre-bid meeting, if **so specified in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be conducted by the Employer at the time of the pre-bid

meeting, if so specified for in the BDS.

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 20.2 and/or ITB 39.2.

## 9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## C1. First Stage Bid: Preparation

### 11. Documents Comprising the First Stage Bid

11.1 The First Stage Bid submitted by the Bidder shall comprise the following:

- (a) Letter of First Stage Bid;
- (b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 18.2;
- (c) in the case of a First Stage Bid submitted by a JV, a copy of the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;
- (d) documentary evidence establishing in accordance with ITB 14 that the Plant and Installation Services offered by the Bidder in its Bid or in any alternative Bid are eligible;
- (e) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (f) Technical Proposal in accordance with ITB 17;
- (g) documentary evidence establishing in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Documents;
- (h) alternative Technical Proposals in accordance with ITB 13;
- (i) list of Subcontractors, in accordance with ITB 17.2 and 17.3; and
- (j) any other document **required in the BDS**.

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

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

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

### 13. Alternative Technical

13.1 Bidders shall note that they are permitted to propose technical alternatives with their First Stage Bids in addition to

**Proposals**

or in lieu of the requirements specified in the Bidding Documents, provided they can document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the Contract, and that they meet the basic performance and technical criteria specified in the Bidding Documents.

13.2 Any alternative Technical Proposal submitted by Bidders as part of their First Stage Bid will be the subject of clarification with the Bidder, pursuant to ITB 29.

**14. Documents  
Establishing the  
Eligibility of  
Plant and  
Installation  
Services**

14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB 5, Bidders shall provide documentary evidence consisting of a statement on the country of origin of the Plant and Installation Services offered.

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

15.1 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.

15.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (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.

**16. Documents**

16.1 The documentary evidence of the conformity of the Works

**Establishing  
Conformity of  
Plant, Material  
and Service**

with the Bidding Documents may be in the form of literature, drawings and data, and shall include:

- (a) a detailed description of the essential technical and performance characteristics of the Plant, including the Schedule of Guarantees of the proposed Plant, in response to the Technical Requirements. The the Schedule of Guarantees of the proposed Plant shall be stated in the applicable form in Section IV, Bidding Forms;
- (b) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Plant for the period **specified in the BDS**, following completion of Works in accordance with provisions of Contract; and
- (c) adequate evidence demonstrating the substantial responsiveness of the Plant and Installation Services to those Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirement.

**17. Technical  
Proposal,  
Subcontractors**

17.1 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 substantial responsiveness of the Bidders' proposal to the Employer's Requirements and the completion time.

17.2 For major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Technical Proposal information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against

each part of the the Works.

- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any part of Works to be provided by the Subcontractor comply with the requirements of ITB 5 and 16.1.
- 17.4 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).
- 17.5 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.
- 17.6 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 unless such change is explicitly approved by the Employer in accordance with ITB 15.2.

**18. Format and  
Signing of First  
Stage Bid**

- 18.1 The Bidder shall prepare one original of the documents comprising the First Stage Bid as described in ITB 11 and clearly mark it "FIRST STAGE BID - ORIGINAL." Alternative Bids, if submitted in accordance with ITB 13, shall be clearly marked "FIRST STAGE BID - ALTERNATIVE". In addition, the Bidder shall submit copies of the First Stage Bid, in the number **specified in the BDS** and clearly mark them "FIRST STAGE BID - COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.2 The original and all copies of the First Stage Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the First Stage Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the First Stage Bid where entries or amendments

have been made shall be signed or initialed by the person signing the First Stage Bid.

18.3 In case the Bidder is a JV, the First Stage 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.

18.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the First Stage Bid.

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

### **19. Submission, Sealing and Marking of First Stage Bid**

19.1 Bidders may submit their First Stage Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Bidders shall enclose the original and each copy of the First Stage Bid, including alternative Technical Proposals, if submitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "FIRST STAGE BID - ORIGINAL", "FIRST STAGE BID - ALTERNATIVE" and "FIRST STAGE BID - COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 19.2 and 19.3.

19.2 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 20.1;
- (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 First Stage Bid opening.

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

### **20. Deadline for Submission of First Stage Bids**

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

- 20.2 The Employer may, at its discretion, extend the deadline for the submission of First Stage 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.
- 21. Late Bids**
- 21.1 The Employer shall not consider any First Stage Bid that arrives after the deadline for submission of First Stage Bids, in accordance with ITB 20. Any First Stage Bid received by the Employer after the deadline for submission of First Stage Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 22. Substitution and Modification of First Stage Bids**
- 22.1 In case a Bidder wishes to substitute or modify its First Stage Bid after it has been submitted and prior to the deadline for First Stage Bid submission, it may do so by sending a written notice, as per ITB 20.1 and its substituted or modified First Stage Bid will be opened as per ITB 23.
- 23. Opening of First Stage Bids by Employer**
- 23.1 Except in the cases specified in ITB 21, the Employer shall publicly open and read out in accordance with ITB 23.4 all First Stage Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend.
- 23.2 First, outer envelopes marked "FIRST STAGE BID - SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution First Stage Bids shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution First Stage Bids, if any, shall be opened and read out. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 23.3 Next, outer envelopes marked "FIRST STAGE BID - MODIFICATION" shall be opened. No First Stage Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of First Stage Bids. Only the First Stage Bids, both Original as well as Modification, are to be opened and read out at the opening.
- 23.4 All other envelopes holding the First Stage Bids shall be opened one at a time, reading out:
- (a) the name of the Bidder;

- (b) whether there is a modification; and
- (c) any other details as the Employer may consider appropriate.

Only First Stage Bids and alternative First Stage 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 21.1).

- 23.5 The Employer shall prepare a record of the First Stage Bid opening that shall include, as a minimum: the name of the Bidder and whether there is substitution, or modification, including any alternative First Stage Bid. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

#### **24. Confidentiality**

- 24.1 Information relating to the evaluation of First and Second Stage Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 24.2 Any attempt by a Bidder to influence the Employer in the evaluation of the First and Second Stage Bids or Contract award decisions may result in the rejection of its bid.
- 24.3 Notwithstanding ITB 24.2, from the time of First Stage Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

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

- 25.1 The Employer shall examine First Stage Bids to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.
- 25.2 The Employer shall confirm that the following documents and information have been provided in the First Stage Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of First Stage Bid;
  - (b) written confirmation of authorization to commit the

Bidder; and

(c) the Technical Proposal.

- 26. Determination of Responsiveness of First Stage Bids**
- 26.1 The Employer will examine the First Stage Bids to determine whether they are complete, whether the documents have been properly signed and whether the First Stage Bids are generally in order. Any First Stage Bids found to be non-responsive or not meeting the minimum levels of the performance or other criteria specified in the Bidding Documents will be rejected by the Employer and not included for further consideration. The Employer will also carry out a preliminary examination of any alternative First Stage Bids submitted by Bidders.
- 26.2 The Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the First Stage Bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Technical Proposal.
- 27. Qualification of the Bidder**
- 27.1 The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of First Stage Bids.
- 27.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.
- 27.3 An affirmative determination will be a prerequisite for the Employer to invite the Bidder to a clarification meeting in accordance with ITB 29. A negative determination will result in rejection of the Bidder's First Stage Bid.
- 27.4 The capabilities of the manufacturers and Subcontractors proposed to be used by the Bidders for Employer-identified major parts of the Works will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Should a manufacturer or Subcontractor be determined to be unacceptable, if invited to submit a Second Stage Bid, the Bidder will be required to substitute an acceptable manufacturer or Subcontractor.
- 28. Technical Evaluation of First Stage Bids**
- 28.1 The Employer will carry out a detailed evaluation of the First Stage Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Documents. In

order to reach such a determination, the Employer will examine and compare the Technical Proposals on the basis of the information supplied by the Bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; the technical merits of alternatives offered; conformity of the Works offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each Schedule of Guarantee, as indicated in the Specification and in Section III Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the First Stage Bid;
- (b) compliance with the time schedule called for in the corresponding Appendix to the Contract Agreement and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Technical Proposal;
- (c) compliance with the Time for Completion called for in the corresponding Appendix to the Contract Agreement and any alternative time for completion offered by Bidders, as evidenced by a milestone schedule provided in the Technical Proposal;
- (d) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria; and
- (e) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.

28.2 The Employer will also review complete alternative Technical Proposals, if any, offered by the Bidder, pursuant to ITB 13, to determine whether such alternatives may constitute an acceptable basis for a Second Stage Bid to be submitted on its own merits.

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

#### **29. Clarification Procedures**

29.1 The Employer may conduct clarification meetings with each or any Bidder to clarify any aspects of its First Stage Bid that require explanation and to review any Bidder's proposed alternative solutions or reservations to the commercial or contractual provisions of the Bidding Documents. The

Employer may also seek clarifications in writing.

- 29.2 The Employer may bring to the attention of the Bidder any amendments or changes which the Employer may require to be made to the First Stage Bid; however the Employer may not require amendments or changes at variance from the Employers' requirements unless the Employer intends to amend the Bidding Documents in accordance with ITB 30.1(a).
- 29.3 The Employer will advise the Bidder of any deviations to the commercial or contractual provisions of the Bidding Documents in the First Stage Bid, that are unacceptable and that are to be withdrawn in the Second Stage Bid.
- 29.4 The Employer will also advise the Bidder whether the proposed alternative Technical Proposal, if any, is acceptable, and will identify the degree (if any) to which such an alternative Bid may be incorporated in the Bidder's Second Stage Bid.
- 29.5 The Employer will issue a Memorandum titled "***Changes Required Pursuant to First Stage Evaluation,***" documenting the clarifications made in writing and/or in a meeting, if any, and including an Annex listing all decisions, and required amendments or changes resulting from the clarification of the First Stage Bid. The Memorandum will be communicated to the Bidder as part of the invitation to submit the Second Stage Bid.

**30. Invitation to  
Submit Second  
Stage Bids**

- 30.1 At the end of the clarification process pursuant to ITB 29, conducted as necessary:
- (a) the Employer may need to issue an amendment to the Bidding Documents resulting from the First Stage evaluation and clarification process, with the objective of clarifying the requirements and improving competition without compromising essential project objectives and/or
  - (b) in regard to all Bidders, the Employer will either:
    - (i) invite the Bidder to submit a final updated technical and a commercial Second Stage Bid based on its First Stage Bid taking into account the Bidding Documents, if and as amended, and any other modifications as recorded in the Annex to the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation". Bidders will be allowed

to submit only one Second Stage Bid, or

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

30.2 The deadline, for submission of Second Stage Bids will be specified in the Invitation for Second Stage Bids, pursuant to ITB 39.1.

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

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

### **31. Documents Comprising the Second Stage Bid**

31.1 The Second Stage Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Second Stage Bid;
- (b) completed schedules as required, including Price Schedules, in accordance with ITB 32 and 33;
- (c) Bid Security, in accordance with ITB 36;
- (d) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 37.2;
- (f) the updated First Stage Bid, comprising any modifications required to the First Stage Bid as recorded in the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation";
- (g) documentary evidence establishing in accordance with ITB 14 that any additional or varied Plant and Installation Services offered by the Bidder, and not included in the First Stage Bid, are eligible;
- (h) documentary evidence regarding any changes that may have occurred between the time of submitting the First and Second Stage Bids that have any material effect on the Bidder's eligibility and qualifications to perform the

Contract;

- (i) documentary evidence establishing that any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation", are technically acceptable. The documentary evidence of the conformity of the Plant and Installation Services to the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation" may be in the form of literature, drawings and data. The Schedule of Guarantees of any additional or varied Plant and Installation Services shall be stated in the applicable form in Section IV, Bidding Forms;
- (j) If the Bidder proposes to engage any Subcontractors additional to or different from those named in its First Stage Bid for major items of Plant or Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the Plant and Installation Services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted. Should a manufacturer or Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the form of Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned;
- (k) other documentation and information which may be **specified in the BDS.**

**32. Letter of Second Stage Bid, and Schedules**

- 32.1 The Letter of Second Stage Bid, the Schedules, and all documents listed under ITB 31, 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. All blank spaces shall be

filled in with the information requested.

### **33. Bid Prices and Discounts**

- 33.1 **Unless otherwise specified in the BDS,** Bidders shall quote for the Works such that the total Bid Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 33.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.
- 33.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms. Further, Bidders may add breakdowns of items and provide the prices in each Price Schedules included in Section IV, Bidding Forms.
- 33.4 The price to be offered in the Letter of Bid, in accordance with ITB 12.1, shall be the total **price of the Bid, excluding any discounts offered.**
- 33.5 **Unless otherwise specified in the BDS and the Contract,** the prices offered 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.
- 33.6 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 18.4, provided the Bids for all lots (contracts) are opened at the same time.

33.7 **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.

33.8 Bidders wishing to offer any unconditional discount shall specify in their Letter of Price Bid the offered discounts and the manner in which price discounts will apply.

**34. Currencies of Bid and Payment**

34.1 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.

34.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

**35. Period of Validity of Bids**

35.1 Second Stage Bids shall remain valid for the period **specified in the BDS** after the Second Stage Bid submission deadline date prescribed by the Employer pursuant to ITB 39.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.

35.2 In exceptional circumstances, prior to the expiration of the validity period of the Second Stage Bid, the Employer may request Bidders to extend the period of validity of their Second Stage Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 35.3.

35.3 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 any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the corrections indicated above.

**36. Bid Security**

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

36.2 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 an insurance company or a bonding company located outside the Employer's Country, the issuer 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 35.2.

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

36.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the Bidder is determined disqualified or in case the Bidder pass the technical evaluation.

36.5 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.

36.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Second Stage Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 56; or
  - (ii) furnish a Performance Security in accordance with ITB 57.

36.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV at the time of Second Stage Bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.1.

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

37.1 The Bidder shall prepare one original of the documents comprising the Second Stage Bid as described in ITB 31 and clearly mark it "SECOND STAGE BID - ORIGINAL" In addition, the Bidder shall submit copies of the Second Stage Bid, in the number **specified in the BDS** and clearly mark them "SECOND STAGE BID - COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

37.2 The original and all copies of the Second Stage Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Second Stage Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Second Stage Bid where entries or amendments have been made shall be signed or initialed by the person signing the Second Stage Bid.

37.3 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.

37.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Second Stage Bid.

## E2. Second Stage Bids: Submission and Opening

### 38. Submission, Sealing and Marking of Second Stage Bids

38.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Bidders shall enclose the original and each copy of the Second Stage Bid, in separate sealed envelopes, duly marking the envelopes as “SECOND STAGE BID - ORIGINAL”, and “SECOND STAGE BID - COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 38.2 and 38.3.

38.2 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 39.1;
- (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 Second Stage Bid opening.

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

### 39. Deadline for Submission of Second Stage Bids

39.1 Second Stage Bids must be received by the Employer at the address and no later than the date and time **specified in the Letter of Invitation for Second Stage Bids**.

39.2 The Employer may, at its discretion, extend the deadline for the submission of Second Stage 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.

### 40. Late Bids

40.1 The Employer shall not consider any Second Stage Bid that arrives after the deadline for submission of Second Stage Bids, in accordance with ITB 39. Any Bid received by the Employer after the deadline for submission of Second Stage Bids shall be declared late, rejected, and returned unopened to the Bidder.

**41. Withdrawal, Substitution, and Modification of Second Stage Bids**

41.1 A Bidder may withdraw, substitute, or modify its Second Stage 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 37.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Second Stage Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 37 and ITB 38 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "SECOND STAGE BID - WITHDRAWAL," "SECOND STAGE BID - SUBSTITUTION," "SECOND STAGE BID - MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of Second Stage Bids, in accordance with ITB 39.

41.2 Bids requested to be withdrawn in accordance with ITB 41.1 shall be returned unopened to the Bidders.

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

**42. Second Stage Bid Opening**

42.1 Except in the cases specified in ITB 40 and ITB 41, the Employer shall publicly open and read out in accordance with ITB 42.5 all Second Stage Bids received by the deadline, at the date, time and place **specified in the Letter of Invitation for Second Stage Bids**, in the presence of Bidders' designated representatives and anyone who choose to attend.

42.2 First, envelopes marked "SECOND STAGE BID - WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening of Second Stage Bids.

42.3 Second, outer envelopes marked "SECOND STAGE BID - SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Second Stage Bid shall be exchanged for the corresponding envelopes being substituted,

which are to be returned to the Bidder unopened. Only the Substitution Second Stage Bid, if any, shall be opened and read out. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the Second Stage Bids.

42.4 Next, outer envelopes marked "SECOND STAGE BID - MODIFICATION" shall be opened. No Second Stage Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Second Stage Bids. Only the Second Stage Bids, both Original as well as Modification, are to be opened and read out at the opening.

42.5 All other envelopes holding the Second Stage Bids shall be opened one at a time, reading out:

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

Only discounts read out at Second Stage Bid opening shall be considered for evaluation. No Bid shall be rejected at Second Stage Bid opening except for late Bids, in accordance with ITB 40.1.

42.6 The Employer shall prepare a record of the opening of the Second Stage Bids 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 discount; 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.

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

#### **43. Clarification of Second Stage**

43.1 To assist in the examination, evaluation, and comparison of the Second Stage Bids, and qualification of the Bidders, the

- Bids**
- Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the price or substance of the Second Stage Bid including any voluntary increase or decrease, 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 48.1.
- 43.2 If a Bidder does not provide clarifications of its Second Stage Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 44. Deviations, Reservations, and Omissions**
- 44.1 During the evaluation of Second Stage 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.
- 45. Preliminary Examination of Second Stage Bids**
- 45.1 The Employer shall examine Second Stage Bids to confirm that all documents and information requested in ITB 31.1 have been provided, and to determine the completeness of each document submitted.
- 45.2 The Employer shall confirm that the following documents and information have been provided in the Second Stage Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Second Stage Bid;
  - (b) Bid Security;
  - (c) written confirmation of authorization to commit the Bidder;
  - (d) the updated First Stage Bid; and

(e) Price Schedules.

**46. Determination of Responsiveness of Second Stage Bids**

46.1 The Employer's determination of a Second Stage Bid's responsiveness is to be based on the contents of the Second Stage Bid itself, as defined in ITB 31.

46.2 A substantially responsive Second Stage Bid is one that meets the requirements of the Bidding Documents and has properly incorporated all modifications listed in the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation", without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services 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 Second Stage Bids.

46.3 A Second Stage Bid containing technical or commercial alternatives not submitted as part of the First Stage Bid will be treated as non-responsive.

46.4 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.

**47. Nonmaterial Nonconformities**

47.1 Provided that a Second Stage Bid is substantially responsive, the Employer may waive any nonconformity in the Second Stage Bid that does not constitute a material deviation, reservation or omission.

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

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

47.3 Provided that a Second Stage Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**48. Correction of  
Arithmetical  
Errors**

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

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

48.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, in accordance with ITB 48.1, shall result in the rejection of the Bid.

**49. Conversion to  
Single Currency**

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

**50. Evaluation of  
Second Stage  
Bids**

50.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

Technical Evaluation

50.2 The Employer will carry out a detailed evaluation of the

Second Stage Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects concerning the modifications to the technically acceptable base or alternative Bid detailed in the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”, pursuant to ITB 30.1, have been properly addressed and are substantially responsive to the requirements set forth in the Bidding Documents.

#### Economic Evaluation

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

- (a) the Bid Price, excluding Provisional Sums but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 48.1;
- (c) price adjustment due to discounts offered in accordance with ITB 33.7 or ITB 33.9;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 47.3;
- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 49; and
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

50.4 If price adjustment is allowed in accordance with ITB 33.6, 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.

50.5 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Second Stage Bid, is specified in Section III, Evaluation and Qualification Criteria.

50.6 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce

detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and Price Schedules proposed. After evaluation of the price analyses, taking into consideration the Schedule of Payment, 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.

- 51. Comparison of Bids** 51.1 The Employer shall compare the evaluated prices of all substantially responsive Second Stage Bids in accordance with ITB 50.3 to determine the lowest evaluated Bid.
- 52. Qualification of the Bidder** 52.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid still meets the qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 52.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's qualifications.
- 52.3 The participation of the manufacturers and Subcontractors proposed in its Bid to be used by the lowest evaluated Bidder should be confirmed with a letter of intent between the parties, as needed. The capabilities of additional or different manufacturers and Subcontractors proposed in its Bid to be used by the lowest evaluated Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Should any additional or substitute manufacturer or Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned.
- 53. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 53.1 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**

- 54. Award Criteria**      54.1      Subject to ITB 53.1, 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 eligible and qualified to perform the Contract satisfactorily.
- 55. Notification of Award**
- 55.1      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”).
- 55.2      At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 55.3      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 has 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 the supplier (if applicable); and
  - (e) award date and amount of the Contract.
- 55.4      Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 55.5      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 Bidders who, after the notification of award in accordance with ITB 55.1, request a debriefing.
- 56. Signing of**      56.1      Promptly upon notification, the Employer shall send the

**Contract**

successful Bidder the Contract Agreement.

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

**57. Performance Security**

- 57.1 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 50.6, using for that purpose the Performance Security Form included in Section IX Contract Forms. 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.

- 57.2 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 those of the corresponding ITB clauses.



## 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 Employer]</i> _____
<b>ITB 1.1</b>	The name, identification and number of lot(s) (contract(s)) comprising this ICB is: <i>[insert name, number and identification of lot(s) (contract(s))]</i> _____
<b>ITB 2.1</b>	The Borrower is: <i>[insert name of 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 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/debarr">www.worldbank.org/debarr</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: <i>[insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 20.1 for Bid submission.]</i> 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>ITA 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 indicated below.  Web page: <i>[Insert the Employer’s web page if responses to requests for clarifications will be published on the Employer’s web page, otherwise omit.]</i>
<b>ITB 7.4</b>	A pre-bid meeting _____ <i>[insert “will” and insert the date, time and place information in the spaces provided below if a pre-bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for Bid submission. Otherwise, insert “will not” and insert “Not Applicable” in the spaces provided below for the date, time and place]</i> take place at the following date, time and place:  Date: _____ Time: _____ Place: _____  A site visit conducted by the Employer _____ <i>[insert “will be” or “will not be”, as appropriate]</i> organized.
<b>ITB 8.2</b>	Addenda, if any, <i>[select “will” or “will not”, as appropriate]</i> be published on the Employer’s web page.
<b>ITB 10.1</b>	The language of the Bid is: <i>[insert one of the following: “Japanese”, “English”, “Spanish” or “French”]</i> _____
<b>C1. First Stage Bids: Preparation</b>	
<b>ITB 11.1 (j)</b>	The Bidder shall submit with its First Stage Bid the following additional documents:  _____  <i>[List any additional documents not already listed in ITB 11.1 that must be submitted with the First Stage Bid. If no additional documents are to be submitted, insert “None”.]</i>
<b>ITB 16.1 (b)</b>	The period following completion of Plant and Installation Services during which spare parts, special tools etc. shall be available, is <i>[insert number of years as appropriate, normally two (2) years]</i> _____
<b>ITB 17.4</b>	<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 17.4.]</i> 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</i>

	Works and the respective nominated subcontractors.]
<b>ITB 18.1</b>	In addition to the original of the First Stage Bid, the number of copies is: __ [insert number of copies]
<b>ITB 18.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: [insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid] _____
<b>C2. First Stage Bids: Submission and Opening</b>	
<b>ITB 20.1</b>	For First Stage Bid <b>submission purposes</b> only, the Employer's address is: [This address may be the same as or different from that specified under provision ITB 7.1 for clarifications] Attention: [insert full name of person, if applicable] _____ Street Address: [insert street address and number] _____ Floor/Room number: [insert floor and room number, if applicable] _____ City: [insert name of city or town] _____ ZIP Code: [insert postal (ZIP) code, if applicable] _____ Country: [insert name of country] _____ <b>The deadline for First Stage Bid submission is:</b> Date: [insert day, month, and year, e.g., 15 June, 2014] _____ Time: [insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.] _____ [The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to ITB 20.2.]
<b>ITB 23.1</b>	The First Stage Bid opening shall take place at: Street Address: [insert street address and number] _____ Floor/Room number: [insert floor and room number, if applicable] _____ City : [insert name of city or town] _____ Country: [insert name of country] _____ Date: [insert day, month, and year, e.g., 15 June, 2014] _____ Time: [insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.] _____ [The date and time should be the same as those given for the deadline for submission of Bids (ITB 20).]
<b>E1. Second Stage Bid Preparation</b>	

<p><b>ITB 31.1 (k)</b></p>	<p>The Bidder shall submit with its Second Stage Bid the following additional documents:</p> <p><i>[List any additional document not already listed in ITB 31.1 that must be submitted with the Second Stage Bid. If no additional documents are to be submitted, insert “None”.]</i></p> <hr/>
<p><b>ITB 33.1</b></p>	<p>[Use one of the following options as appropriate.]</p> <p>Bidders shall quote for the entire Works on a single responsibility basis.</p> <p>[or]</p> <p>Bidders shall quote for the following components or services on a single responsibility basis: [insert list of components or services]</p> <hr/> <p>[and/or]</p> <p>The following components or services will be provided under the responsibility of the Employer: [insert list of components or services]</p> <hr/>
<p><b>ITB33.4</b></p>	<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 under the relevant laws or regulations. Otherwise delete this BDS 18.5.]</i></p> <p><i>The duties, taxes and other levies indicated below shall be exempted.</i></p> <p><i>[List duties, taxes and other levies to be exempted.]</i></p> <p><i>The duties, taxes and other levies indicated above shall be [choose one of the following: “exempted”, reimbursed, “paid by the Employer on behalf of the Contractor”, as appropriate.]:</i></p>
<p><b>ITB 33.4</b></p>	<p><i>[Insert the following only if the Employer intends not to accept adding the breakdowns of Price Schedule. Otherwise delete this BDS 18.4.]</i></p> <p>Bidders are not allow to add the breakdowns of Price Schedules.</p>
<p><b>ITB 33.4(a)</b></p>	<p>Named place of destination is: _____ [insert destination]</p>
<p><b>ITB 33.4(d)</b></p>	<p>Named place of final destination is: _____ [<i>insert destination</i>]</p>

	<p><i>[Note: When the named place of destination is the project site, the transportation costs for Schedule No. 1 items are covered under CIP and therefore will not be stated here. This schedule will cover only for items in Schedule No. 2. If the named place of destination is different from the site of installation (project site), then the transport cost from the named place of destination to project site for Schedule No. 1 shall be also included here.]</i></p>
<b>ITB 33.6</b>	<p>The prices quoted by the Bidder shall be: <i>[insert “fixed” or “adjustable”]</i>. _____</p>
<b>ITB 34.1</b>	<p>The currency(ies) of the Bid shall be as follows:</p> <p>The unit rates and prices shall be quoted by the Bidder in the Price Schedule 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 Works0 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 35.1</b>	<p>The Second Stage Bid validity period shall be _____ days.</p> <p><i>[insert number of days required for evaluation, approval and award plus contingency]</i></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 the JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.]</i></p>
<b>ITB 35.3 (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 35.3 (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> <p><i>Note: If there is no fixed portion of the Bid Price, or the entire price is fixed; Not Applicable.</i></p>
<b>ITB 36.1</b>	<p>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></p>
<b>ITB 36.2 (d)</b>	<p>Other types of acceptable securities:</p> <p>_____</p> <p><i>[Insert names of other acceptable securities. Insert "None" if no other forms of Bid Securities besides those listed in ITB 36.2 (a) through (c) are acceptable.]</i></p>
<b>ITB 37.1</b>	<p>In addition to the original of the Second Stage Bid, the number of copies is: <i>[insert number of copies]</i> _____</p>
<b>ITB 37.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: _____</p> <p><i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid]</i></p>
<b>E3. Second Stage Bids: Evaluation and Comparison</b>	
<b>ITB 49.1</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>_____</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>_____</p> <p>The date for the exchange rate shall be: <i>[insert a date (day, month and year, e.g., 15 June , 2014), not earlier than 30 days prior to, nor later than, the date for Second Stage Bid opening specified in ITB 42.1 ]</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 27, ITB 28, ITB 50 and ITB 52, 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)

### First Stage Bids

#### 1. Evaluation

In addition to the criteria listed in ITB 28.1 (a) – (c) the following factors shall apply:

##### 1.1 Personnel

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

et the following requirements:

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	<i>Project Manager (to be Contractor's Representative under GC 4.3)</i>		
2	<i>e.g. Chief Engineer(s)<sup>1</sup></i>		
3	<i>e.g. Design Manager</i>		
4	<i>e.g. Health &amp; Safety (Accident Prevention) Officer<sup>2</sup></i>		
...			
<p><u>Notes for the Employer</u></p> <p>1. Chief Engineer(s) or Section Manager(s) who is(are) responsible for the major activities should be evaluated.</p> <p>2. The personnel for the key positions include an accident prevention officer, as appropriate. Alternative candidates for key positions should not be evaluated.</p> <p>Insert requirements for multiple contracts, if necessary.</p>			

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

##### 1.2 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
...		
<p><i>Notes for the Employer</i></p> <p>1. 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.</p> <p>2. Insert requirements for multiple contracts, if necessary.</p>		

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

### 1.3 Others

*[Insert appropriate additional provisions, if any.]*

## 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 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 49.1** 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 Clause EQC 2 (ii).]*

*“Criteria for qualification are the aggregate minimum requirements, or any other reasonable requirements set forth by the Employer, for the respective lots as specified under Financial Resources, 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/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2	Financial Resources	(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 cash flow requirements estimated as USD [ <i>insert amount in USD</i> ] <sup>1</sup> for the subject contract(s) net of the Bidder's other commitments.  <i>[insert requirements for multiple Contracts, if necessary]</i>	Must meet requirement	Must meet requirement	Must meet [ <i>insert percentage</i> ]  _____ percent <sup>2</sup> (____%) of the requirement	Must meet [ <i>insert percentage</i> ]  _____ percent <sup>3</sup> (____%) of the requirement	Form FIR - 1
		(ii) The Bidder 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 Form FIR - 2
<u>Notes for the Employer</u>							
1. Indicate the 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 the works, 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 delay. 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.							

Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
							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.

### 2.3 Subcontractors/Manufacturers

Subcontractors/manufacturers for major items of supply or services identified in the prequalification documents must meet or continue to meet the minimum criteria specified therein for each item.

Subcontractors/manufacturers for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
...		

Failure to comply with this requirement will result in rejection of the Subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using Form MAN provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

## Second Stage Bids

### 1. Evaluation

#### 1.1 Economic Evaluation

*[Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid Prices quoted by Bidders shall remain unaltered.]*

##### 1.1.1 Quantifiable nonmaterial nonconformities

*[Pursuant to ITB 47.3 and ITB 50.3 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) 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.]*

##### 1.1.2 Other Factors

The following factors and methods will apply under ITB 50.3 (f):

###### (a) Operating and Maintenance Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other Employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

*[Use one of the two options given below – delete the inapplicable option.]*

Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:

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

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

**or**

Option 2: Reference to the methodology specified in the Specification or elsewhere in the Bidding Documents

*[Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]*

**(b) Specific additional criteria**

The following additional criteria will be used in the evaluation: *[If applicable, insert a list of additional criteria which may also be included as amendments in the Invitation for Second Stage Bids.]*

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The relevant evaluation method shall be as follows: *[Insert the evaluation method.]*

---

**1.1.3 Award Criteria for Multiple Contracts (ITB 50.5)**

*[Insert the following text in case of multiple contracts. 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.”]*

**1.2 Alternative Completion Times**

Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows: *[Insert a methodology of evaluation of Alternative Completion Time(s) for the whole part of the Works and/or Sections (if any)]*





## **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 27, ITB 28, ITB 50 and ITB 52, 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 Bidder” in this Section III, Evaluation and Qualification Criteria (Without Prequalification), shall be included in the actual Bidding Documents, prepared by the Employer.



## Evaluation and Qualification Criteria (Without Prequalification)

### First Stage Bids

#### 1. Evaluation

In addition to the criteria listed in ITB 28.1 (a) – (c) the following factors shall apply:

##### 1.1 Personnel

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

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	<i>Project Manager (to be Contractor's Representative under GC 4.3)</i>		
2	<i>e.g. Chief Engineer(s)<sup>1</sup></i>		
3	<i>e.g. Design Manager</i>		
4	<i>e.g. Health &amp; Safety (Accident Prevention) Officer<sup>2</sup></i>		
...			
<p><u>Notes for the Employer</u></p> <p>1. Chief Engineer(s) or Section Manager(s) who is(are) responsible for the major activities should be evaluated.</p> <p>2. The personnel for the key positions include an accident prevention officer, as appropriate. Alternative candidates for key positions should not be evaluated.</p> <p>Insert requirements for multiple contracts, if necessary.</p>			

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

##### 1.2 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
-----	------------------------------------	-------------------------

1		
2		
3		
...		
<p><u>Notes for the Employer</u></p> <p>1. 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.</p> <p>2. Insert requirements for multiple contracts, if necessary.</p>		

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

### 1.3 Others

[Insert appropriate additional provisions, if any.]

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## 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 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 49.1** 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 Clause EQC 2 (ii).]

*“Criteria for qualification are the aggregate minimum requirements, or any other reasonable requirements set forth by the Employer, for the respective lots as*

*specified under Financial Situation and Experience, Sub-Factors 2.3.2, 2.3.3 (i), 2.3.3 (ii), 2.4.2 (a) and 2.4.2 (b) below.”]*

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.1 Eligibility</b>							
2.1.1	Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	N/A	Must meet requirement	N/A	Form ELI –1.1 and 1.2, with attachments
2.1.2	Conflict of Interest	No conflicts of interests as described 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/ Sub-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 _____ percent (___ %) [ <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
<p><u>Notes for the Bidder</u></p> <p>(i) Non-performance, as decided by the Employer, shall include all contracts                      (a) where non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract, and                      (b) that were so challenged but fully settled against the Contractor.</p> <p>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 Applicant have been exhausted.</p> <p>(ii) This requirement also applies to Contracts executed by the Bidder as a JV member.</p> <p>(iii) 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 rejection of the</p>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-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>							
Bid.							
<u>Notes for the Employer</u>							
<p>1. Year should usually be one (1) or two (2) years prior to the Bid submission deadline.</p> <p>2. The percentage should be normally within the range of 50% to 100% of a Bidder's net worth.</p> <p>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) Contracts 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.</p> <p>4. Year should usually be five (5) years prior to the Bid submission deadline.</p>							

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.3 Financial Situation</b>							
2.3.1	<b>Financial Performance</b>	<p>The audited balance sheets or if not required by the law 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 its prospective long term profitability .</p> <p>As the minimum requirement, an Bidder's net worth calculated as the difference between total assets and total liabilities should be positive<sup>2</sup>.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN - 1 with attachments
2.3.2	<b>Average Annual Turnover</b>	<p>Minimum average annual turnover of [<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 of years</i>] _____ years<sup>4</sup> divided by [<i>insert number of years</i>] _____ years<sup>5</sup>.</p> <p>[<i>insert requirements for multiple Contracts, if necessary</i>].</p>	Must meet requirement	Must meet requirement	Must meet [ <i>insert percentage</i> ] _____ percent <sup>6</sup> (____%) of the requirement	Must meet [ <i>insert percentage</i> ] _____ percent <sup>7</sup> (____%) of the requirement	Form FIN - 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.3 Financial Situation</b>							
2.3.3	Financial Resources	(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 cash flow requirements estimated as USD [insert amount in USD] <sup>8</sup> for the subject contract(s) net of the Bidder's other commitments.  [insert requirements for multiple Contracts, if necessary]	Must meet requirement	Must meet requirement	Must meet [insert percentage] _____ percent <sup>6</sup> (____%) of the requirement	Must meet [insert percentage] _____ percent <sup>7</sup> (____%) of the requirement	Form FIR - 1
		(ii) The Bidder 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.  [insert requirements for multiple Contracts, if necessary]	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and Form FIR - 2
<u>Notes for the Employer</u>							
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 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.							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.3 Financial Situation</b>							
<p>2. <i>The financial information provided by an Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Applicant 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.</i></p> <p>3. <i>The amount stated should normally not be less than twice the estimated annual turnover in the proposed Contract (based on a straight-line projection of the Employer's estimated 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.</i></p> <p>4. <i>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 industry with only a short record of experience, etc.</i></p> <p>5. <i>Same number of years as in 4. above.</i></p> <p>6. <i>Usually not less than 25% of the requirement for each member of a JV.</i></p> <p>7. <i>Usually not less than 40% of the requirement for one member of a JV.</i></p> <p>8. <i>Indicate the 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 the works, from the beginning of the month invoiced, (b) the time needed by the Project Manager to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six (6) months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular Contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated Contract cost.</i></p>							

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.4 Experience</b>							
2.4.1	<b>General Experience</b>	Experience under 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 of years</i> ]_____ 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)	<b>Specific Experience</b>	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 1 <sup>st</sup> January [ <i>insert year</i> ] <sup>3</sup> and the Bid submission deadline.  [ <i>insert requirements for multiple Contracts, if necessary</i> ]	Must meet requirement	Must meet requirements <sup>(v)</sup>	N/A	N/A	Form EXP - 2(a)
2.4.2 (b)	<b>Specific Experience</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 the Bid submission deadline, a minimum experience in the following key activities successfully completed [ <i>list activities, as applicable</i> ]  [ <i>insert requirements for multiple Contracts, if necessary</i> ] <sup>(vii)</sup>	Must meet requirements (can be a specialist Subcontractor)	Must meet requirements (can be a specialist Subcontractor)	N/A	N/A	Form EXP - 2(b)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.4 Experience</b>							
<u>Notes for the Bidder</u>							
<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 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 contract.</p> <p>(ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Employer’s 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 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 shall be counted to meet this requirement.</p> <p>(vii) The minimum experience requirement for multiple Contracts will be the sum of the minimum requirements for respective individual Contracts.</p>							
<u>Notes for the Employer</u>							
<ol style="list-style-type: none"> <li><i>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 industry with only a short record of experience.</i></li> <li><i>The range of contract numbers should be one (1) to three (3), depending on the size, value, nature and complexity of the subject Contract, the exposure of the Employer to risk of Contractor default, country conditions and history of similar works constructed in the past.</i></li> </ol>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2.4 Experience</b>							
3. <i>The time range is normally five (5) years, and may be extended up to a period of ten (10) years for large-scale projects.</i>							
4. <i>Same as that stipulated in 3 above.</i>							

## 2.5 Subcontractors/Manufacturers

Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
4		

Failure to comply with this requirement will result in rejection of the Subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using Form MAN provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

## Second Stage Bids

### 1. Evaluation

#### 1.1 Economic Evaluation

*[Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid Prices quoted by Bidders shall remain unaltered.]*

##### 1.1.1 Quantifiable nonmaterial nonconformities

*[Pursuant to ITB 47.3 and ITB 50.3 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) 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.]*

##### 1.1.2 Other Factors

The following factors and methods will apply under ITB 50.3(f):

**(a) Operating and Maintenance Costs**

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other Employers similarly placed. Such costs shall be added to the Bid Price for evaluation.

*[Use one of the two options given below – delete the inapplicable option.]*

Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:

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

**or**

Option 2: Reference to the methodology specified in the Specification or elsewhere in the Bidding Documents

*[Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]*

**Specific additional criteria**

The following additional criteria will be used in the evaluation: *[If applicable, insert a list of additional criteria which may also be included as amendments in the Invitation for Second Stage Bids.]*

\_\_\_\_\_

The relevant evaluation method shall be as follows: *[Insert the evaluation method.]*

\_\_\_\_\_

### **1.1.3 Alternative Completion Times**

Alternative Completion Times, if permitted under ITB 13.2, will be evaluated as follows: [Insert a methodology of evaluation of Alternative Completion Time(s) for the whole part of the Works and/or Sections (if any)]

### **1.1.4 Award Criteria for Multiple Contracts (ITB 50.5)**

*[Insert the following text in case of multiple contracts. 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.”]*



## **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 Technical Bid, the Letter of Price Bid for Single-Stage Bidding, the Letter of First Stage Bid and the Letter of Second Stage Bid for Two-Stage Bidding, Price Schedules, Technical Proposal, Bid Security, and Bidder's Qualification Information. For consistency with Condition of Contract, Price Schedules, Technical Proposal, Bid Security and Bidder's Qualification Information will be included in "Schedules" as specified in GC 1.1.1.6 unless otherwise specified in the Particular Conditions.



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**Single-Stage Bidding****Letter of Technical Bid**

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert number]*  
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 any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, 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/ manufacturers, 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 the Bidder]*

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

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

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

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

\*: In the case of the Bid submitted by a 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.

# Single-Stage Bidding

## Letter of Price Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert number]*  
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 *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, 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 the Bidder]*

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

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

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

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

\*: In the case of the Bid submitted by a 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.

# Two-Stage Bidding

## Letter of First Stage Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert number]*  
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 any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, the following Works: *[insert a brief description of the Works]*;
- (e) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, 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;
- (f) We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our First Stage Bid and duly noting all amendments and additions thereto, and noting omissions therefrom that you may require; and
- (g) We further undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Bid, updating our First Stage Bid in accordance with the requirements from the Memorandum of the clarification meeting, and completing our Second Stage Bid for supplying the Works.

Name of the Bidder\**[insert complete name of the Bidder]*

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

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

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

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

\*: In the case of the Bid submitted by a 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.

## Two-Stage Bidding

### Letter of Second Stage Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert number]*  
IFB No.: *[insert number]*

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]*, and your requirements incorporated in the Memorandum of the clarification meeting held between us on *[insert date]*, \_\_ and amendments issued in accordance with ITB 30.1 (a): *[insert the number and issuing date of each amendments, if any]*;
- (b) We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, the Memorandum and the amendments of the Bidding Documents pursuant First Stage Evaluation, the following Works: *[insert a brief description of the Works]*;
- (e) The 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)]*;
- (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 submission deadline for the Second Stage Bids as stipulated in the Letter of Invitation for Second Stage Bids, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (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/ manufacturers, in more than one Bid in this bidding process in accordance with ITB 4.2 (c);
- (j) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (k) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (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 the Bidder]*

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

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

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

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

\*: In the case of the Bid submitted by a 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: _____
<b>Total</b>						<b>1.00</b>

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.

## Price Schedules

### Notes for Preparing Price Schedules

*(These Notes for preparing Price Schedules are intended only as information to the Employer or the person drafting the Bidding Documents. These Notes should not be included in the final documents)*

#### **Objective and Content**

The objectives of the Price Schedules are to provide

- (a) information on fundamental types and volume of the Works to be carried out so that bids can be prepared efficiently and accurately; and
- (b) priced Price Schedules that can be used, where necessary for the periodic valuation of the Works that are executed once a contract has been entered into.

Under normal circumstances, the Contract is based on a lump-sum price, with little or no (re)measurement. The Contractor thus takes the risk of changes in costs arising from his proposal. The price may consist of two or more amounts, quoted in the currencies of payment (which may, but need not, include the Local Currency).

Typical Price Schedules can be generally divided into the following Cost Center sections. Sections may be varied by type, nature, location, access, timing, or any other special characteristics of Contract and each section may have its sub-sections if necessary so as to clearly specify the items of the works to be performed or make payment during the performance of the Contract easier:

Schedule 1: General Items

Schedule 2: Design

Schedule 3: Fabrication & Transportation

Schedule 4: On-Site Construction, Installation & Testing on Site

Schedule 5: Training (if any)

Schedule 6: Spare Parts

Schedule 7: Miscellaneous Work

Schedule 8: Daywork Schedule (if applied): and

Schedule 9: Provisional Sums

#### **Item and Unit of Rates**

The Contract is generally carried out a lump-sum payment basis and the schedules do not necessarily give a full description of the works to be performed. However, each schedule of rates should provide sufficient breakdown of items for use in the valuation of variation and to make the issue of monthly Interim Payment Certificates easier. Also, unit of items in the schedules is normally represented by "sum" and its quantity is not given, but if the quantity

or volume for items is uncertain at the time of bidding or may be fluctuating during the Contract, quantity and appropriate unit may be provided temporarily for bidding so that its quantity and volume can be modified under for variation.

Moreover, the Employer should let bidders add breakdowns in items in schedules to the extent it seems preferable. In such case, the Employer should properly and clearly instruct so as appropriate.

### **Daywork Schedule**

“Daywork Schedule” may be included in Price Schedules even under Design Build Contract if necessary. Daywork Schedule should be included if the probability of unforeseen work which cannot be covered by definitive descriptions in the Price Schedules, is relatively high. 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. If Daywork Schedule is to be included at all in the Price Schedule, it is preferable to include nominal quantities against the items most likely to be used at daily basis. Bidders are required to enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities should be indicated against each item of daywork, and the amount for daywork is to be normally considered as a Provisional Sum. 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.

The preferred alternative is to value the additional work in accordance with Sub-Clauses 13.1 and 13.2 of the Conditions of Contract.

### **Provisional Sum**

“Provisional Sum” means a sum specified in the Contract as being an amount to be paid for the execution of any part of the Works or for the supply of the Plant, Equipment, Materials or services pursuant to the Sub-Clause 13.5. A Provisional Sum is normally used for any Works, Materials and/or services about which there is, at the time of the contract is entered into uncertainty to be carried out or supplied at the time of entering the Contract. The inclusion of such Provisional Sums often facilitates budgetary approval as they avoid the need for request supplementary approvals to be requested periodically as the need arises.

The Schedule of Provisional Sums shall be included in the Price Schedules, and the amounts given for the Provisional Sums shall be considered in the Grand Summary; provided, however that, the items and amounts for the Provisional Sums shall be provided by the Employer in advance and the amounts for Provisional Sums shall be excluded from the evaluation of the bids.

The Schedule of Provisional Sums shall also include an amount equivalent to one-half of the Employer's estimate of the costs that the Dispute Board (DB) will incur in making payments to the Contractor of the Employer's share of the payments to the DB member(s). The Contractor's overheads, profits, etc., shall not be included in the provisional sums for the cost of the DB.

The estimated costs of any specialized work to be carried out, or of special goods to be supplied, by a Nominated Subcontractor (reference GC 4.5) should be specified in the relevant part of the Price Schedules as a special 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. If a Nominated Subcontractor is used, its rate of overheads should be disclosed by bidders and be subject to the Bid Evaluation.

#### **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 Employer's Requirements, is to be considered by the Bidder as part of its overhead or reflected as a cost associated with one or more line items in the Price Schedules 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 Price Schedules (e.g. Bill No 1).

#### **Summary**

The Summary should contain table detailing the individual parts of the Price Schedules carried forward, including the Dayworks Schedule and Provisional Sums where applicable.

#### **Schedule of Payment**

The General Conditions contain a provision for the making of interim payments to the Contractor, and this may be used as the basis for a Schedule of Payment, which specifying

the number of instalments in which the Contract Price to be paid. If a Schedule of Payment is to be used, attention and consideration must be taken to ensure so that the Employer will not impose an excessive cash flow burden on the Contractor. If the interim valuations are to be determined on a different basis, details of this should be added under the Particular Conditions. If payments are to be specified in a Schedule of Payments, the “Minimum Amount of Interim Certificates” section could be omitted from the Particular Conditions.

## Sample Price Schedules

### Preamble

1. The Price Schedules shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract and the Employer's Requirement.

In general, the The Contract is generally carried out a lump-sum price basis on which payment to the Contractor will be according to achieved milestones unless otherwise specified in Contract.

The Schedules may not generally give a full description of the works to be performed and the plant or equipment to be supplied under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item to filling the rates and prices.

2. A rate or price shall be entered against each item in the priced Price Schedules, whether quantities are stated or not. The cost of Items against which the Bidder has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedules.

3. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Price Schedules, 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.

To the extent acceptable to the Employer for the purposes of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor may provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

The Price Schedules include a Daywork Schedule, which is considered to be for a Provisional Sum and is not normally subject to competition. 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 listed in the Schedules, and these rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities should be indicated for each item of Daywork, and the aggregate total for Daywork shall be carried forward as a Provisional Sum to the Summary of the 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 used for Daywork items shall

be stated and payable in the local currency only.

4. 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) would incur in making payments to the Contractor of the Employer's share of the payments to the DB member(s).

The Contractor's overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.

5. With the exception of the provisional sum of the cost of the DB (which requires no prior instruction from the Engineer), the Provisional Sums included and so designated in the Price Schedules shall be expended in whole or in part at the direction and discretion of the Engineer, pursuant to Sub-Clause 13.5 and Clause 13.6 of the General Conditions.

6. Any arithmetical errors that appear in the computation or summation shall be corrected by the Employer as follows:

- (a) in the event of a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (b) in the event of a discrepancy between the unit rate and the total amount derived by multiplying the unit price by the quantity, the unit rate as quoted shall prevail; provided, however, that if, in the opinion of the Employer, there has obviously been a gross misplacement of the decimal point in the unit price, the total amount as quoted shall prevail and the unit rate shall be corrected.

Bidders who are unclear or uncertain as to the scope of any item shall seek clarification in accordance with ITB 7 prior to submitting their bid.

&lt;Sample&gt;

## Schedules of Rates and Prices

### Schedule No. 1: General Items

Item no.	Description	Unit	Quantity	Unit Price		Amount	
				Local	Foreign		
101	Performance Bond/ Security	sum	-	—	—		
102	Insurance of the Works	sum	-	—	—		
103	Insurance of Contractor's Equipment	sum	-	—	—		
104	Third-Party Insurance	sum	-	—	—		
105	Allow for maintenance of Works for 12 months after completion	month	12				
106	Provide safety measures	month	24				
107	—etc.—						
112	Establishment and removal of offices for the Engineer's offices	sum	-				
113	Maintenance of offices for the Engineer's staff	sum	-				
114	Establishment and removal of laboratories for the Engineer's offices		-				
11X	—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	sum	-		—		
	—etc.—						
142	Providing an Operation Manual  —etc.—	sum	-				
152	Spare Parts	Sum (annual	3				

		ly)					
Total for Schedule No. 1 (carried forward to Summary, p. <u>    </u> )						—	—

&lt;Sample&gt;

**Schedule No. 2 : Design**

<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	Design of Plant, Equipment and Machinery	sum					
202	Design for Design of Architectural Works	sum					
203	Design for Permanent Works and Temporary (civil and structural)	sum					
204	Design of Building Service Works	sum					
205	Design of Contractor's Temporary Works	sum					
206	Statutory Fees and Charges	sum					
207	Compilation and submission of as-built drawings	sum					
208	Compilation and submission of Operation and Maintenance Manuals	sum					
	—etc.—						
Total for Schedule No. 2 (carried forward to Summary, p. ____)						—	—

<Sample>

**Schedule No. 2 : Design**

**< 201-Design of Equipment and Machinery (E/M)>**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
201-1	Design for Boiler Facilities and associated facilities	sum					
201-2	Design for Turbine Facilities and associated facilities	sum					
201-3	Design for Balance of Plant and associated facilities	sum					
201-4	Design for Electrical Equipment	sum					
201-5	Design for Instrumentation and Control Equipment	sum					
201-X	—etc.—	sum					
Total for Schedule No. 201 (carried forward to Schedule No. 2)						—	—

<Sample>

**Schedule No. 3: Fabrication & Transportation**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
310	Fabrication & Transportation of Plant, Equipment and Machinery	sum					
	—etc.—						
Total for Schedule No. 3 (carried forward to Summary, p. ____)						_____	_____

**Country of Origin Declaration Form**

Item	Description	Code	Country

<Sample>

**Schedule No. 4: On-Site Construction, Installation and Testing**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
401	Installation of Plant, Equipment and Machinery	sum					
402	Architectural Works	sum					
403	Construction on Permanent and Temporary Works (civil and structural)	sum					
40X	—etc.—						
Total for Schedule No. 4 (carried forward to Summary, p. ____)						—	—

**Schedule No. 4: On-Site Construction, Installation and Testing**

**(401– Installation of Plant, Equipment and Machinery)**

<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>
401-1	Installation for Boiler Facilities and associated facilities	sum					
401-2	Installation for Turbine Facilities and associated facilities	sum					
402-3	Installation for Balance of Plant and associated facilities	sum					
403-4	Installation for Electrical Equipment						
404-5	Installation for Instrumentation and Control Equipment						
Total for Schedule No. 401 (carried forward to Schedule No. 4)						—	—

<Sample>

**Schedule No. 5: Training**

<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>
501	Training to Test on Completion	sum					
502	Training to Test after Completion	sum					
	—etc.—						
Total for Schedule No. 5 (carried forward to Summary, p. ____)						_____	_____

<Sample>

**Schedule No. 6: Spare Parts**

<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>
601		sum					
602		sum					
	—etc.—						
Total for Schedule No. 6 (carried forward to Summary, p. ____)						—	—

<Sample>

**Schedule No. 7 – Miscellaneous Work**

<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>
801	Environmental Mitigation	sum					
8XX	—etc.—	sum					
Total for Schedule No. 7 (carried forward to Summary, p. ____)						—	—

&lt;Sample&gt;

**Schedule No. 8 –Daywork Summary**

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

<Sample>

**Schedule No. 9 - 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	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 Price Schedules 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>
Schedule 1: General Items			
Schedule 2: Design			
Schedule 3: Fabrication & Transportation			
Schedule 4: Construction, Installation & Testing on Site			
Schedule 6: Training			
Schedule 7: Spare Parts			
Schedule 8: Miscellaneous Work			
—etc.—			
Subtotal of Bills	(A)		
Total for Daywork (Provisional Sum) <sup>1</sup>	(B)		
Specified Provisional Sums	(C)	4,750,000 <sup>b</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.

---

<sup>1</sup> If Daywork is priced competitively, it should be included into the items to be evaluated for competition.

## **Schedule of Payment<sup>1</sup>**

*[If the Contract includes a Schedule of Payment specifying the installments in which the Contract Price will be paid, specify and describe the plan of Payment in conformity with Price Schedule. For the details, refer to GC 14. 4]*

---

<sup>1</sup> The Schedule should be established so as not to impose great cash flow burden on the Contractor.

# Technical Proposal<sup>1</sup>

*[List the items comprising Technical Proposal. Typical items are as following:]*

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Preliminary Design
- Plant
- Safety Plan
- Schedule of Guarantee
- Personnel
- Contractor's Equipment
- Spare Parts
- Proposed Subcontractors for Major Items of Plant Design, Supply and Installation Services
- *[Others]*

---

<sup>1</sup> As other conceivable items, "Training program for operating staff", "Description of the technology" or "Procedure for carrying or test on completion, including commissioning and trial operation" can be considered from the nature of the Contract.

## **Site Organization**

*[Insert Technical Proposal for Site Organization.]*

## **Method Statement**

*[Insert Technical Proposal for Method Statement.]*

## **Mobilization Schedule**

*[Insert Technical Proposal for Mobilization Schedule.]*

## **Construction Schedule**

*[Insert Technical Proposal for Construction Schedule.]*

## **Preliminary Design**

*[Insert and/or draw Preliminary Design in accordance with Employer's Requirement and Drawing. If Preliminary Design is not required in the bidding process, this form is deleted.]*

## **Safety Plan**

*[Insert Technical Proposal for Safety Plan.]*

## Form SOG: Schedule of Guarantee

*[The Bidder shall copy in the left column of the table below, the identification of each Performance/Specific Guarantee required in Technical Requirements stated by the Employer.]*

<b>Required Performance/Specific Guarantee</b>	<b>Value of Performance/Specific of Guarantee of the Proposed Plant and Equipment</b>
1.	
2.	
3.	
...	

## Form PER -1: Proposed Personnel

Date: *[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]* pages

*[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1 for Single-Stage Bidding or Clause 1.1 for Two-Stage Bidding.]*

<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

Date: *[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]* pages

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

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

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



## Form EQU: Equipment

Date: *[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]* pages

*[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2 for Single-Stage Bidding or Clause 1.2 for Two-Stage Bidding. 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"/> <b>Owned</b> <input type="checkbox"/> <b>Rented</b> <input type="checkbox"/> <b>Leased</b> <input type="checkbox"/> <b>Specially manufactured</b>	

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>	

## **Form SUB: Proposed Subcontractors for Major Items of Plant and Installation Services**

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

<b>Major Items of Plant and Installation Services</b>	<b>Proposed Subcontractors/Manufacturers</b>	<b>Nationality</b>

## Form MAN: Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

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

To: *[insert complete name of Purchaser]*

### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 11, Defect Liability, of the General Conditions of Contract, with respect to the goods offered by the above firm.

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

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

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

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

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

## <sup>1</sup>Form SPA: Spare Parts

*[The Employer shall specify what information is required to provide for Spare Parts as per Employer's Requirements and the Bidder shall insert information.]*

<b>Required items of Spare Parts</b>	<b>Proposed items of Spare Parts</b>

---

<sup>1</sup> The Employer may also require bidder to propose and provide information for recommended spare parts for his reference, which are not to be included into the Price Schedules and evaluated. If the Employer does so, he should specify here which parts of spare parts are evaluated or not.

**Others - Commercial or contractual aspects of the Bidding Documents that the Bidder would like to discuss with the Employer during clarifications**

*[To be used by Bidders - Two Stage Bidding only.]*

## Bidder's Qualification

*[When preparing the Bidding Documents, the Employer shall choose one of the options below, selecting the relevant Forms and including them in the Bidding Documents, depending on whether prequalification was carried out prior to bidding, or whether Bidder's qualification will be assessed at the bidding stage.]*

### *[Option 1: Bidder's Qualification following Prequalification]*

#### **1. Update of Information**

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 included hereunder:

(a) Eligibility

Form ELI - 1: Bidder Information

Form ELI - 2: Bidder's Party Information

(b) Historical Contract Non-Performance

Form CON: Historical Contract Non-Performance

(c) Financial Situation

Form FIN - 1: Financial Situation

Form FIN - 2: Average Annual Turnover

#### **2. Financial Resources**

Bidders shall also provide information on their financial resources, to meet the requirement in Section III, Evaluation and Qualification Criteria, Clause 2.2, using the following forms:

Form FIR - 1: Financial Resources

Form FIR - 2: Current Contract Commitments

*[Option 2: Bidder's Qualification without Prequalification]*

To establish its qualification to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder:

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

## Form ELI - 1: Bidder Information

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

IFB No.: *[insert number]*

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

*[The Bidder shall provide the following information.]*

1. Bidder's legal name: <i>[insert full name]</i>
2. In case of 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>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. 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> Email Address: <i>[insert E-mail address]</i>
7. 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 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.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form ELI - 2: Bidder's Party Information

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.]*

1. Bidder's legal name: <i>[insert full name]</i>
2. Bidder's Party legal name: <i>[insert full name of Bidder's Party]</i>
3. Bidder's Party country of registration: <i>[insert country of registration]</i>
4. Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's Party legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. 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>
7. 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.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form CON: Historical Contract Non-Performance

[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]  
 Joint Venture Party Legal Name: [insert full name]  
 IFB No.: [insert number]  
 Page [insert page number] of [insert total number] pages

### 1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [insert year], 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 [insert year], 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)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> <li>• Contract Identification: [indicate complete Contract name, number, and any other identification]</li> <li>• Name of Employer: [insert full name]</li> <li>• Address of Employer: [insert street/city/country]</li> <li>• Reason(s) for non performance: [indicate main reason(s)]</li> </ul>	[insert amount]

**2. Pending Litigation**

<b>Pending Litigation</b>				
<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:				
<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Outcome as Percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> <li>• Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i></li> <li>• Name of Employer: <i>[insert full name]</i></li> <li>• Address of Employer: <i>[insert street/ city/ country]</i></li> <li>• Matter in dispute: <i>[indicate main issues in dispute]</i></li> <li>• Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></li> </ul>	<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> ]	<ul style="list-style-type: none"> <li>• Contract Identification: [<i>indicate complete Contract name, number, and any other identification</i>]</li> <li>• Name of Employer: [<i>insert full name</i>]</li> <li>• Address of Employer: [<i>insert street/city/country</i>]</li> <li>• Matter in dispute: [<i>indicate main issues in dispute</i>]</li> <li>• Party who initiated the dispute: [<i>indicate "Employer" or "Contractor"</i>]</li> <li>• Status of dispute: [<i>indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary</i>]</li> </ul>	[ <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]  
 Joint Venture Party Legal Name: [insert full name]  
 IFB No.: [insert number]  
 Page [insert page number] of [insert total number] pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous [insert number] years (amount, 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 to the Prequalification Criteria or Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the [*number of years*] years required above; and complying with the requirements.

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

## Form FIN - 2: Average Annual Turnover

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

Date: *[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]* pages

<b>Annual Turnover Data (Construction only)</b>			
<b>Year</b>	<b>Amount and Currency</b>	<b>Exchange rate</b>	<b>USD equivalent</b>
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert applicable exchange rate]</i>	<i>[insert amount in USD equivalent]</i>
<b>Average Annual Construction Turnover *</b>			

\* 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]*  
 Joint Venture Party Legal Name: *[insert full name]*  
 IFB No.: *[insert number]*  
 Page *[insert page number]* of *[insert total number]* pages

*[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (Without Prequalification), as appropriate.]*

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (USD equivalent)</b>
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]*  
 Joint Venture Party Legal Name: *[insert full name]*  
 IFB No.: *[insert number]*  
 Page *[insert page number]* of *[insert total number]* pages

*[Bidders and each member of 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, Clause 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (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 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]*  
 Joint Venture Party Legal Name: *[insert full name]*  
 IFB No.: *[insert number]*  
 Page *[insert page number]* of *[insert total number]* pages

*[Identify Contracts that demonstrate continuous work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1. List Contracts chronologically, according to their commencement (starting) dates.]*

<b>General Experience</b>			
<b>Starting Year</b>	<b>Ending Year</b>	<b>Contract Identification</b>	<b>Role of Bidder</b>
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"> <li>• Contract name: <i>[insert full name]</i></li> <li>• Brief description of the works performed by the Bidder: <i>[describe works performed briefly]</i></li> <li>• Amount of Contract: <i>[insert amount, currency, exchange rate and USD equivalent]</i></li> <li>• Name of Employer: <i>[indicate full name]</i></li> <li>• Address: <i>[indicate street/number/town or city/country]</i></li> </ul>	<i>[insert "Prime Contractor" (Single entity or JV member) or "Subcontractor" or "Management Contractor"]</i>

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

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

Date: [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] pages

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

<b>Similar Contract No.</b> [insert number] of [insert number of similar Contracts required]	<b>Information</b>		
Contract Identification	[insert Contract name and reference identification number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract	<b>Prime Contractor Only</b>		
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD [insert exchange rate and total Contract amount in USD equivalent]	
If member in a JV, specify participation in total Contract amount	[insert percentage of participation]	[insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation in USD equivalent]
Employer's Name	[insert full name]		
Address	[indicate street/number/town or city/country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		

<b>Similar Contract No.</b> <i>[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, Employer's Requirements]</i>

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

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture 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 Information			
Item	Information		
Contract Identification	[insert Contract name and number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract [check the appropriate box]	Prime Contractor		Management Contractor <input type="checkbox"/>
	Single <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	[insert Contract amount(s) and currency(ies)]		USD [insert Exchange rate and total Contract amount in USD equivalent]
Quantity (as applicable) performed under the Contract per year or part of the year [insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]	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.

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<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.

\_\_\_\_\_  
**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 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 (hereinafter called “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) fails to execute the Contract Agreement, or (ii) fails 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 to the Applicant: (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 (28) 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, ICC Publication No. 458<sup>1</sup>.

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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.]*

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<sup>1</sup> As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

## Form of Bid Security (Bid Bond)

BOND NO. *[insert Bond No.]*

BY THIS BOND *[insert name of Bidder]* as Principal (hereinafter called “the Principal”), and *[insert name, legal title, and address of surety]*, authorized to transact business in *[insert name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[insert amount of Bond in words and figures]*<sup>1</sup>, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the *[insert day]* day of *[insert month]*, 20 *[insert year]*, for the construction of *[insert name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of Bid validity specified in the Form of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date twenty-eight (28) days after the date of expiration of the Bid validity as stated in the Invitation for Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert day]* day of *[insert month]* 20 *[insert year]*.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

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

*[Specify the Eligible Source Countries.]*



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

## Section VI. Employer's Requirements

### Notes on Employer's Requirements

This document is where the Employer specifies his precise requirements for the completed works, including all matters not covered by the conditions of the Contract. It is here that the Employer gives his performance or output specification for the completed works, in other words the performance or outcome that the completed work must achieve. If the Employer has any particular requirements as to how any parts of the works are to be constructed or installed, it is here that his wishes must be expressed.

The Employer's requirements shall define precisely the scope and technical requirements of the Contract, including quality, performance and testing, and any requirements concerning training and the transfer of technology.

In a design, supply and install approach, the majority of design is normally to be performed by the Contractor. Given this, the extent of the contractor's design obligation must be defined without room for uncertainty, including responsibility for all design from development of initial concept (or alternatively, checking and assuming responsibility for the Employer's conceptual or outline design), followed by all subsequent stages of design development and implementation to completion of the Works. If the Employer is responsible for the design of any part of the Permanent Works, the extent of the scope and the extent of his obligations must be stated in the Employer's Requirements.

The quality of materials and the standards of workmanship must be clearly described to the extent required to clarify any details not covered by the applicable laws, but in terms that are not so detailed as to reduce the Contractor's design responsibility. On the other hand, the terms should not be so imprecise as to be difficult to impose, and the should not be reliant on the future interpretation of the Engineer, which bidders may consider impossible to forecast or predict. Sampling and testing both on- and off-site can be specified, but more often the Employer is interested mainly in the desired outcome. Thus, he may leave the detailed specification to the Contractor, in the knowledge that the Contractor's responsibility is to provide a fully functioning facility which will fulfill his performance specifications. Therefore, it is most important that the Employer's Requirements should specify all tests on and after completion to demonstrate that the completed works meet the performance criteria.

The Employer's Requirements should also ensure that the Contractor is responsible for quality assurance, as well as for the required health, safety and environmental measures to be observed during the execution of the works.

The Employer's Requirements should also clearly specify what associated or incidental services and goods must be supplied by the Contractor. For example, the Contractor may be

required to train the Employer's Personnel and to supply consumable or spare parts as listed in one of the schedules.

While this section of the Bidding Documents should endeavor to define the Employer's Requirements as precisely as possible, care must be taken to avoid overspecifying details to the extent that the flexibility and potential benefits associated with Design-Build Contract are seriously eroded or threatened. This section on Employer's Requirements should, therefore, be carefully prepared on behalf of the Employer by suitably-qualified engineers who are familiar with the requirements and the technical aspects of the required works.

For a JICA-financed Design Build Contract to be procured through International Competitive Bidding procedures, the Employer's Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials and performance for the works. Only if this is done, will the objectives of economy and efficiency, non-discrimination and transparency in procurement be realized, the responsiveness of Bids be ensured and the subsequent task of Bid evaluation be facilitated. The Employer's Requirements should stipulate that all of the goods and materials to be incorporated in the works are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.

With regards to the drafting of the Technical Requirement, care must be taken when drafting the Employer's Requirements so as to ensure that the requirements are not restrictive. Recognized international standards should be used wherever possible in the descriptions of goods, materials and workmanship. If any particular standards are specified, regardless of whether national standards from the Borrower's country or other standards, it should be stated that goods, materials and workmanship that meet other authoritative standards are acceptable if they guarantee equal or higher quality than the standards specified, will also be acceptable. If a particular brand name of a product is specified, it should always be qualified with the terms "or equivalent".

For Design Build Contract, no detailed drawings would generally be available at the pre-bid stage. It would, however, be useful to include such outline drawings as are appropriate to supplement or help illustrate the general concept of the Employer's needs.



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## **Scope of Works**

*[Insert scope.]*

## Technical Requirements

*[Insert Technical Requirements.]*

*Typical items of Technical Requirements are as follows;*

- *Definition of the location of the site*
- *Definition and purpose of the works*
- *Design and other technical criteria*
- *Applicable technical standards, codes and regulation.*
- *Quality and performance criteria*
- *Permissions being obtained by the Employer*
- *Customs requirements*
- *Proposed or required time program*
- *Phased possession of foundations, structures, plant or means of access*
- *Other contractors (and others) on the site*
- *Setting-out points lines and levels of reference.*
- *Involvement of third parties*
- *Environmental constrains*
- *Access constrains: road, rail, air and sea.*
- *Electricity, water, gas and other services available on the site.*
- *Employer's equipment and free-issue material*
- *Criteria for design personnel.*
- *Contractor's documents required, and whether required for information, review and/or approval, and number of copies.*
- *Facilities for the Employer, the Engineer and his representative, as well as for the Contractor's personnel*
- *Samples*
- *Testing during manufacture and/or installation and construction*
- *Test on completion*
- *Damages for failure to pass tests on completion.*
- *Operational training for the Employer's personnel.*
- *As-built drawing and other records of the works.*
- *Operation and maintenance manuals*
- *Test after completion*
- *Damages for failure to pass tests after completion*
- *Spare Parts*
- *Provisional sums*

## Outline Drawings

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

*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 drawings, even if not fully developed, must show sufficient details to enable Bidders to understand the type and complexity of the work involved.]*

## **Supplementary Information**

***[Insert any supplementary information.]***

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

## Section VII. General Conditions (GC)

### Notes on General Conditions

The Conditions of Contract comprise two parts:

- (a) **Standard General Conditions** – GC (Section VII of the Bidding Documents); and
- (b) **Particular Conditions** – PC (Section VIII of the Bidding Documents).

The General Conditions set forth in Part 3, Section VII of these Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (Trial Version) issued by JICA in July, 2015 (hereinafter referred to as “Standard GC”), are based on Conditions of Contract for Plant and Design Build prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 1999, all rights reserved.

The use of these Standard GC, in all Bidding Documents/Contracts for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor financed by Japanese ODA Loans is required, and they shall be used without any modification.

The GC in this Section, read in conjunction with the Particular Conditions in Section VIII and other documents listed therein, should be a complete document expressing all the rights and obligations of the contracting Parties.

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.

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 should specify country- or project-specific

provisions for PC 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 governing Contracts funded with Japanese ODA Loans are the Standard General Conditions of Contract (hereinafter referred to as "Standard GC") set forth in Part 3, Section VII of these Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (Trail Version) (SBD (Design Build)) published by JICA in July, 2015*

*A copy of the Standard GC may be attached to Bidding Documents/Contracts prepared by the Employer for reference purposes only. If the General Conditions in the Bidding Documents/Contracts prepared by the Employer contain modifications from the Standard GC, JICA will not consider these General Conditions 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 are the Standard General Conditions of Contract set forth in Part 3, Section VII of the Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (Trial Version) published by JICA in July, 2015. Those General Conditions of Contract are available on the JICA's web site shown below:

[http://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/](http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/)

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



## Section VIII. Particular Conditions

### Notes on Particular Conditions

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. 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 should specify country- or project-specific provisions for PC in each case.

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

## Particular Conditions (PC)

### 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.]*

<i>Conditions of Contract.]</i> <b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
<b>Employer's name and address</b>	1.1.2.2 & 1.3	<i>[Insert Employer's name] [Insert Employer's address]</i>
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	<i>[Insert the Engineer's name] [Insert the Engineer's 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 [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.] ____ % of Cost.</i>
<b>Electronic transmission systems</b>	1.3	<i>[insert Electronic transmission systems] [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>
<b>Time for the Parties entering into a Contract Agreement</b>	1.6	<i>..... days. [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] days after Commencement Date</i>

<b>Engineer's Duties and Authority</b>	3.1(B)(ii)	<i>Variations resulting in an increase of the Accepted Contract Amount in excess of [insert percentage, normally 1 - 3%] % shall require approval of the Employer.</i>
<b>Performance Security</b>	4.2	<p><i>The Performance Security will be in the form of a "demand guarantee" or "performance bond" in the amount(s) of [insert percentage] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</i></p> <p><i>If the Performance Security of the Contract is in accordance with the ICC Publication No. 758, insert the following sentences; Performance Security of this contract is in accordance with the ICC Publication No.758, the 6th paragraph, "The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate" is deleted.</i></p>
<b>General Design Obligations</b>	5.1	<i>Period for notifying errors, faults and defects in the Employer's Requirements: _____ days</i>
<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	<p><i>[Insert percentage] % of the Contract Price per day.</i></p> <p><i>[If Sections are to be used, refer to Table: Summary of Sections below]</i></p>
<b>Maximum amount of delay damages</b>	8.7	<i>[Insert percentage not exceeding 10] % of the final Contract Price.</i>
<b>Provisional Sums</b>	13.5.(b)(ii)	<p><i>[Insert percentage] %</i></p> <p><i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums.]</i></p>
<b>Adjustments for Changes in Cost</b>	13.8	<i>Period "n" applicable to the adjustment multiplier "Pn": [Insert the period if different from one (1) month; if period "n" is one (1) month, delete this CD 13.8"]</i>

<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 [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:] Plant and Materials for payment Free on Board [list].</i>
	14.5(c)(i)	<i>Plant and Materials for payment when delivered to the Site [list].</i>
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	<i>[Insert percentage]% of the Accepted Contract Amount. [Percentage may depend on the contract amount and time for completion; a minimum of about one fifth the average expected value of Interim Payment Certificate would be reasonable. If payments are to be specified in a Schedule of Payments, the "Minimum Amount of Interim Certificates" section could be omitted from the Particular Conditions.]</i>
<b>Maximum total liability of the Contractor to the Employer</b>	17.6	<i>[Select one of the two options below as appropriate] The product of [insert a multiplier less or greater than one] times the Accepted Contract Amount, [or] [Insert amount of the maximum total liability]</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.]  ____ days ____ days</i>
<b>Maximum amount of deductibles for</b>	18.2(d)	<i>[Insert maximum amount of deductibles]</i>

<b>insurance of the Employer's risks</b>		
<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]</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**

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

## **Particular Conditions – 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.]*

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

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

**Sub-Clause 14.1**  
**The Contract Price**

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



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

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## Letter of Acceptance

*[Insert letterhead paper of the Employer]*

*[Insert date]*

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the 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: To be used in case of Single-Stage Two-Stage Bidding procedure]*

## 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 Employer’s Requirements;**
- (vii) **the completed Schedules;**
- (viii) **the Contractor’s Proposal and any other documents forming part of the Contract**
- (ix) **the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.**

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed 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

*[Option B: To be used in case of Two-Stage One-Envelop Bidding procedure]*

## 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) **Letter of Second Stage Bid ;**
- (iii) **the addenda Nos *[insert addenda numbers, if any]* (if any);**
- (iv) **the Particular Conditions ;**
- (v) **the General Conditions;**
- (vi) **the Employer’s Requirements;**
- (vii) **the completed Schedules;**
- (viii) **the Contractor’s Proposal and any other documents forming part of the Contract**
- (ix) **the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.**

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed 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

## Schedules

### Notes on Schedules

‘Schedule’ means the document(s) entitled schedules, completed by the Contractor and submitted with the letter of tender, as included in the Contract. Such documents may include data, lists, and/or design and/or other technical criteria, for the Works.

*(List the items comprising Schedules. Typical Schedules are as followings)*

SCH 1 : Schedule of Prices

*Note: Insert Schedule of Prices submitted with the Letter of (Price) Bid and finalized at signing of the Contract*

SCH 2: Schedule of Payment

*Note: Insert Schedule of included in Bidding Documents and finalized at signing of the Contract (if any).*

SCH3: Schedule of Adjustment

*Note: Insert Schedule of Adjustment submitted with the Letter of (Price) Bid.*

SCH 3: Schedule of Guarantee

*Note: Insert Schedule of Guarantee submitted with the Letter of (Technical) Bid.*

## **Contractor's Proposal**

### **Notes on Contractor's Proposal**

'Contractor's Proposal' means the documents entitled proposal, which the Contractor submitted with the letter of tender, as included in the Contract.

*(List the items of Contractor's Proposal comprising Technical Proposal)*

## 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.

---

<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, 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

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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*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)]*

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

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion. 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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Japan International Cooperation Agency

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