**STANDARD PROCUREMENT DOCUMENT**

**Trial Version**

**Request for Bids**

**Water Loss Reduction Performance Based Contract (WLR PBC)**

**(Two-Envelope Bidding Process)**

**For Projects with Project Concept Notes (PCN)**

**Decision Notes**

**dated after October 1, 2018**



**September 2019**

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**Foreword and Notes to the Users of this SPD**

This Foreword summarizes the concept of the Water Loss Reduction Performance-based Contract (WLRPBC). It is one approach to follow where there is limited data available for the Service Area and so not all phases of the work and services can be costed as a lump sum during bidding. If it is deemed reasonable to bid the project as lump sum then the SPD will need to be adapted, as indicated in this document. For more detailed guidance, along with the sample Specifications, BOQ and terms of reference for the Independent Expert and the Technical Consultant, please see the Guidance Note for the SPD WLRPBC at [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#SPD](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework" \l "SPD).

This SPD has a general structure similar to the World Bank’s Standard Procurement Document for Small Works (two envelope bidding process). Given the specific characteristics of Performance-based Contracting for Water Loss Reduction, modifications were made in most sections of the bidding document. Several aspects of the World Bank’s SPD Request for Bids - Roads - Output and Performance Based Road Contracts (October 2017) (OPBRC) were also adapted for use in this WLRPBC. In particular, the Conditions of Contract have been written in order to take into account the specific nature of the services to be provided by the Contractor, which go much beyond the mere execution of pre-defined physical works and include the “output” basis in the contract. The Contract covers an array of activities needed to achieve and maintain a certain Service Level for water loss reduction (WLR) for water networks within a specified service area of the water network (Service Area) under the contract. It includes several inter-related activities:

**Mobilization Activities:** activities required for mobilization of personnel and set up of warehouse and office space.

**Design and Management Services:** services to design the program for WLR within the Service Area, including diagnostics, hydraulic modelling, design of pressure zones, material analysis and assessment of WLR management system needs, organisation of material, labour and works for the efficient implementation of Works and other activities, together with management of the activities under this WLR project;

**Phase I Activities**: the establishment of District Metered Areas (DMAs) within the Service Area designated by the Employer;

**Phase II A Activities**: works and services carried out on an BOQ-based admeasurement basis, with competitively bid unit prices, to reduce water losses in an initial batch of DMAs (percentage as specified in the Data Sheet on a case by case basis, but usually to be in range of 20-30 % of total DMAs) to pre-defined standards (Phase II A Service Levels), with a view to learning about the cost and efficacy of different interventions to reduce WLR;

**Phase II B Activities**: works and services to achieve WLR in the remaining DMAs, [based on an overall WLR target (set out in the Data Sheet)] and service levels to be agreed by the Parties following Phase II A (Phase II B Service Levels), drawing on the learning of Phase II A, against a lumpsum payment to be agreed following Phase II A, using unit prices set out in the BOQ for Phase II A and set out in an addendum to the contract;

**Phase III Activities**: activities to monitor and maintain the level of Water Loss at Continuing Service Levels during the Phase III Maintenance Period;

“**Sample Specifications for WLRPBC**” to facilitate the preparation of actual and specific Specifications have been prepared and can be found at Part 2 – Works And Services Requirements.

Performance-based contracting for WLR is designed to increase the efficiency and effectiveness of water asset management and maintenance. The overall objective of the SPD is to achieve the desired level of water losses at an optimal cost using a learning period (Phase II A) that moderates the risk to the Employer and to the Contractor, combined with payment structures that incentivize performance. This type of contract significantly expands the role of the private sector, from the simple execution of works to WLR management and maintenance of water network assets to maintain water loss levels. For more guidance, go to the Guidance Note for this SPD found at <http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#SPD>.

The beneficiaries of the new concept are expected to be the customers, the Employer, and the contractors. In a wider sense, future generations will be able to benefit from a better preservation of past investments in water. Customers should benefit from better service as there will be more water in the system and in most cases it will be pressurised. The Employer should benefit by obtaining better overall Water Loss levels at the same levels of expenditure and with increased sustainability of water supply. For contractors, the new type of contracts bid on the WLRPBC basis should open up new business opportunities, and provide a more stable business environment and encourage the participation of emerging businesses.

Although the design of the works and services to be carried out is under the responsibility of the Contractor, this type of procurement requires good preparatory work. For guidance and tools on preparation of WLR PBC projects, go the PPP Knowledge Lab at <https://pppknowledgelab.org/pbcsfornrw>.

Bidders will present their financial offer for:

* Mobilization Activities in the form of a lump sum amount;
* Design and Management Services in the form of lumpsum amounts for Design and Management Services;
* the Phase I Activities (if so required in the Bid Data Sheet), in the form of a Phase I sub-total based on all-inclusive unit prices for labor and materials offered in the bid multiplied by estimated quantities of listed items provided by the Employer in the BOQ (the actual amount paid to the Contractor will be on an admeasurement basis against actual quantities provided) (Phase I Sum);
* the Phase II A Activities (if so required) in the form of a Phase II A subtotal based on all-inclusive unit prices for labor and materials offered in the bid multiplied by estimated quantities of listed items provided by the Employer in the BOQ (the actual amount paid to the Contractor will be on an admeasurement basis against actual quantities provided) (Phase II A Sum);
* the Phase II B Activities (if so required in the Bid Data Sheet) in the form of a Phase II B subtotal based on all-inclusive unit prices for labor and materials offered in the bid multiplied by estimated quantities of listed items provided by the Employer in the BOQ (this BOQ-based subtotal for Phase II B Activities will be included in the bid evaluation process. Subsequently, contractual payments for Phase II B Activities will be in the form of a performance based lump sum per DMA (or batch of DMAs) payable on achieving WLR targets and service levels to be agreed by the Parties following the end of Phase II A and set out in an addendum to the contract: in cases where the PBC lump sum payment due the Contractor exceeds the BOQ-based subtotal for the same DMA (or batch of DMAs), the overage will be paid from the Provisional Sum in the BOQ) (Phase II B Sum);
* unit prices for Emergency Works in the form of a traditional BOQ. Payments will be made for each emergency on a case-by-case basis, on an admeasurement basis against actual quantities provided), on the basis of the actual quantities used and on the quoted unit prices; and
* Maintenance Fee paid for Phase III Activities from date of WLR Completion Certificate for each DMA until expiry of the contract. These maintenance activities will be paid each month on a price per unit basis (e.g., kilometers x diameter pipeline or number of connections); items required for maintenance activities will be listed in the BOQ. Bidders will be required to offer all-inclusive unit prices for labor and materials for the calculation of monthly Maintenance Fee payments during Phase III; payments will be subject to sustaining the relevant Service Levels, in accordance with the relevant Maintenance Program provisions of the WLRPBC).

The decision of the Employer to award the Contract to the Most Advantageous Bid should consider “value-for-money”, i.e., bid evaluation factors other than Bid Price should be applied according to pre-disclosed criteria. The procurement process for the Request for Bids will be carried out in two parts (Technical and Financial). Only the Technical Part will be opened in the first bid opening; the Financial Part will remain unopened. Only bidders whose bids are substantially responsive to the technical qualification criteria will have their Financial Part opened in the second bid opening. In view of the technical requirements and the learning process that are essential to the implementation of WLRPBC, this two-part procurement process is intended to examine the competence and approach of potential bidders thoroughly, in addition to cost considerations.

For projects where prequalification is considered appropriate, a prequalification process shall be carried out before inviting bids. The Bank’s Standard Prequalification Document for Works shall be used to develop the prequalification documents for WLRPBC with suitable modifications. This means Borrowers can readily develop the prequalification documents for WLRPBC by taking  the standard provisions (such as Instruction to Applicants) of the standard prequalification document for Works and revising parts such as the qualification criteria (e.g. experience, turnover etc.) and the scope of works section to reflect the specificity of WLRPBC. The SPD- RFB- WLRPBC includes qualification criteria that could be referred to when developing the qualification criteria section of the prequalification documents for WLRPBC.

The BOQ should be as complete as possible and provide sufficient information on the estimated quantities of all Works for the calculation of the Bidder’s Bid Price and the entry of all-inclusive unit prices for labor and materials.

For Contract durations of more than 18 months, price adjustment provisions may be added to the Contract applicable to all prices for inflationary changes in major cost components or regulatory changes. This would require a price adjustment formula and applicable official price indices.

This SPD includes provisions to reflect the Bank’s Environmental and Social Framework (2017), as appropriate.

**Preface**

This trial edition of the Standard Procurement Document (SPD) for Water Loss Reduction Performance Based Contracts (WLRPBC) has been prepared for use in contracts financed by the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).[[1]](#footnote-2) The SPD derives from the standard bidding document for Procurement of Small Works.

This SPD has been updated to reflect the World Bank’s Procurement Regulations for IPF Borrowers, July, 2016 as amended from time to time. This SPD is applicable to the Procurement of Works and Services under **WLRPBC** funded by IBRD or IDA-financed projects whose Legal Agreement makes reference to the Procurement Regulations for IPF Borrowers.

This trial Standard Procurement Document for Procurement of Works and Services under **WLRPWC** has been issued by the World Bank to provide its clients with an alternative to the traditional methods of procuring district metering areas construction, water loss reduction and maintenance for water networks.

The contract herein included differs substantially from traditional contracts for civil works. The basic difference is that, after an initial learning process on how to reduce water losses, some of the payments to be made to the Contractor are not based on quantities of works measured by unit prices for works inputs, but on measured “outputs” reflecting the desired target service levels of water loss reduction (WLR). Design and Management Services related to these activities are paid for as a lump sum, in accordance with the Contract Conditions. The Phase II A Activities are carried out on an admeasurement basis, as the Parties learn more about the network in the Service Area and how it responds to different interventions to achieve the Initial Service Levels of WLR (which will be set out in the Contract). For Phase II B, the Parties agree at the end of Phase II A a PBC lump sum payment, WLR targets and Phase II B Service Levels to be achieved.The Phase II A Service Levels are pre-defined in the contract and will be adjusted for Phase II B as the learning process evolves. Then, for Phase II B, the Phase II B Service Levels to be achieved by the Contractor are to be set at the end of Phase II A. Payment under Phase II B will be lumpsum (to be agreed), subject to achievement of the Phase II B Service Levels. Another major difference is that the Contractor is fully responsible for the design of the works which are necessary to reach the required Service Levels, and maintaining those levels during the Phase III Maintenance Period.

It should be noted that the WLRPBC is not designed for the Contractor to simply build DMAs in a water network and then move on to other things. It is meant to establish a relationship that goes beyond the construction period and includes a period of monitoring and maintaining service levels. The Contractor’s focus will not simply be on construction and rehabilitation, but on on-going maintenance of the assets. In this sense, the “Contractor” must be a firm or a business venture which has the technical, managerial and financial capacity to fulfill the Contract in all its phases and aspects. For more guidance, go to the Guidance Note for the SPD WLRPBC at <http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#SPD>.

To obtain further information on procurement under World Bank-assisted projects or for question regarding the use of this Trial Edition SPD, contact:

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**Standard Procurement Document**

**Summary**

**Specific Procurement Notice**

**Specific Procurement Notice - Request for Bids (RFB)**

The template attached is the Specific Procurement Notice for Request for Bids method, two-envelope bidding process. This is the template to be used by the Borrower.

**Bidding Document: Request for Bids – Water Loss Reduction Performance Based Contract (Two-Envelope Bidding Process)**

**PART 1 – BIDDING PROCEDURES**

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

This Section provides relevant information to help Bidders prepare their Bids. It is based on two (2) envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

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

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

**Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

**Section IV - Bidding Forms**

This Section includes the forms for the Bid submission, Bill of Quantities or Activity Schedules to be completed by the Bidder and submitted as part of its Bid.

**Section V - Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI - Fraud and Corruption**

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

**PART 2 – WORKS AND SERVICES REQUIREMENTS**

**Section VII - Specifications**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works and the Services to be procured. These Specifications have to be prepared specifically for each contract to be procured.

To facilitate this work, the Bank has provided a separate guidance note with ***Sample Specifications for WLRPBC*** which can be found at <http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#SPD>. These Sample Specifications are provided for guidance in conformance with the basic principles adopted under this SPD WLRPBC, including definitions of terms, provisions and processes. These Sample Specifications are included to provide guidance to the user of this SPD but are not intended for universal application in all countries without further adaptations to local water networks.

The Works’ and Services’ Requirements shall shall also include the environmental and social (including sexual exploitation and assault (SEA)) (ES) requirements to be satisfied by the Contractor in designing and executing the Works and Services.

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

**Section VIII - General Conditions of Contract**

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 IX - Particular Conditions of Contract**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be completed by the Employer.

**Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Specific Procurement Notice**

**Template**

**Request for Bids**

**Water Loss Reduction Performance Based Contract**

**(Two-Envelope Bidding Process)**

**Employer:** *[insert the name of the Employer’s agency]*

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

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

**Issued on:** *[insert date when RFB is issued to the market]*

1. The *[insert name of Borrower/Beneficiary/Recipient] [has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the [*insert name of project or grant*], and intends to apply part of the proceeds toward payments under the contract [[2]](#footnote-3) for [*insert title of contract*][[3]](#footnote-4). *[Insert if applicable:* “For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing,”]

2. The *[insert name of implementing agency]* now invites sealed Bids from eligible Bidders for *[insert brief description of Works and Services required, periods for phases, location, margin of preference if applicable, etc.][[4]](#footnote-5)*.

3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank’s “[Procurement](http://www.worldbank.org/html/opr/procure/guidelin.html) Regulations for IPF Borrowers *[insert date of applicable Procurement Regulations edition as per legal agreement]* (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the bidding document during office hours *[insert office hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this RFB]* [[5]](#footnote-6)*.*

5. The bidding document in [*insert name of language*] may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee[[6]](#footnote-7) of [*insert amount in Borrower’s currency or in a convertible currency*]. The method of payment will be [*insert method of payment*].[[7]](#footnote-8) The document will be sent by [*insert delivery procedure*].[[8]](#footnote-9)

6. Bids must be delivered to the address below *[state address at the end of this RFB]*[[9]](#footnote-10) on or before *[insert time and date].* Electronic bidding will *[will not]* be permitted. Late Bids will be rejected. The outer Bid envelopes marked “ORIGINAL BID”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address below *[state address at the end of this RFB]* on *[insert location, time and date here]*.All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.

7. All Bids must be accompanied by a *[insert “Bid Security” or “Bid-Securing Declaration,” as appropriate]* of *[insert amount and currency in case of a Bid Security*.]

8. [*Insert* *this paragraph if applicable in accordance with the Procurement Plan*: “Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.”]

9. The address(es) referred to above is (are): *[insert detailed address(es)]*

*[Insert name of office]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, postal code, city and country]*

*[Insert telephone number, country and city codes]*

*[Insert facsimile number, country and city codes]*

*[Insert email address]*

*[Insert web site address]*

**Request for Bids**

**Water Loss Reduction Performance Based Contract**

**(Two-Envelope Bidding Process)**

**Procurement of:**

*[insert identification of the Works and Services]*

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

**RFB No:** *[insert reference number from Procurement Plan]*

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

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

**Country:** *[insert country where RFB is issued]*

**Issued on:** *[insert date when RFB was issued to the market]*

Standard Procurement Document

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# PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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**Section I** **- Instructions t****o Bidders**

|  |  |
| --- | --- |
| General | |
| 1. Scope of Bid | * 1. In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues this bidding document for the provision of Works and Services as specified in Section VII, Works’ and Services Requirements.   2. The Works and Services under this RFB are **specified in the BDS.** |
|  | * 1. Throughout this bidding document:      1. the term **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;      2. if the context so requires, **“singular”** means **“plural’** and vice versa;      3. **“Day”** means calendar day, unless otherwise specified as a **“Business Day.”** A Business Day is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays;      4. **“Design and Management Services”** means services to design the program for WLR within the Service Area, including diagnostics, hydraulic modelling, design of pressure zones, material analysis and assessment of WLR management system needs, organisation of material, labour and works for the efficient implementation of Works and other activities, together with management of the activities under this WLR Contract;      5. “**Emergency Works”** is a set of necessary and sufficient Activities required to reinstate the distribution networks damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding and earthquakes for the DMA to meet the required Service Level;      6. **“ES”** means environmental and social (including Sexual Exploitation and Assault (SEA));      7. **“Mobilization Activities”** mean activities required for mobilization of personnel and set up of warehouse and office space;      8. **“Phase I Activities”** mean the establishment of District Metered Areas (DMAs) within the Service Area designated by the Employer;      9. **“Phase II A Activities”** mean works and services carried out on an BOQ-based admeasurement basis, with competitively bid unit prices, to reduce water losses in an initial batch of DMAs (percentage as specified in the Data Sheet on a case by case basis but usually to be in range of 20-30 % of total DMAs) to pre-defined standards (Initial Service Levels), with a view to learning about the cost and efficacy of different interventions to reduce WLR;      10. **“Phase II B Activities”** means works and services to achieve WLR in the remaining DMAs, [based on an overall WLR target (set out in the Data Sheet)] and service levels to be agreed by the Parties following Phase II A (Continuing Service Levels), drawing on the learning of Phase II A, against a lumpsum payment to be agreed following Phase II A, using unit prices set out in the BOQ for Phase II A;      11. **“Phase III Activities”** mean activities to monitor and maintain the level of Water Loss at relevant Service Levels during the Phase III Maintenance Period;      12. **“Phase II A Services Levels”** mean the service levels specified by the Employer to be achieved and maintained by the Contractor for Phase II A DMAs during Phase II A and Phase III;      13. **“Phase II B Service Levels”** mean the service levels to be agreed between the Parties, to be achieved by the Contractor for Phase II B DMAs during Phase II B and Phase III;      14. **“Service Area”** is the area defined as such in the PCC.      15. **“Service Levels”** means the Phase II A Service Levels and the Phase II B Service Levels;      16. **“Sexual Exploitation and Assault” “(SEA)”** stands for the following:  Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations, sexual exploitation occurs when access to or benefit from a Bank financed good or services is used to extract sexual gain. Sexual assault is further defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration; and   * + 1. **“Works and Services”** means the Mobilization Activities, the Design and Management Services, Phase I Activities, the Phase II A Activities, the Phase II B Activities and Phase III Activities. |
| 1. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document are issued. |
|  | * 1. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing). |
| 1. Fraud and Corruption | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.   2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| 1. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution subject to ITB 4.6 or any combination of them 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 joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless **specified in the BDS**, there is no limit on the number of members in a JV. |
|  | * 1. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:      1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or      2. receives or has received any direct or indirect subsidy from another Bidder; or      3. has the same legal representative as another Bidder; or      4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or      5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or      6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Supervision Consultant for the Contract implementation;      7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS** 2.1 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; or      8. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unlessthe conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract. |
|  | * 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid. |
|  | * 1. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services. |
|  | * 1. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS. |
|  | * 1. Bidders that are state-owned enterprises or institutions in the Employer’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer. |
|  | * 1. A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration. |
|  | * 1. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.   2. This Bidding is open only to prequalified Bidders if so specified **in the BDS**.   3. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.   4. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;   5. relates to fraud or corruption; and   6. followed a judicial or administrative proceeding that afforded the firm adequate due process. |
| 1. Eligible Materials, Equipment and Services | * 1. The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.   2. For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components. |
| Contents of Bidding Document | |
| 1. Sections of Bidding Document | * 1. The bidding document consist of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.   **PART 1 Bidding Procedures**   * Section I - Instructions to Bidders (ITB) * Section II - Bid Data Sheet (BDS) * Section III - Evaluation and Qualification Criteria * Section IV - Bidding Forms * Section V - Eligible Countries * Section VI - Fraud and Corruption   **PART 2 Works’ and Services Requirements**   * Section VII – Works’ and Services Requirements   **PART 3 Conditions of Contract and Contract Forms**   * Section VIII - General Conditions of Contract * Section IX - Particular Conditions of Contract * Section X - Contract Forms |
|  | * 1. The Specific Procurement Notice - Request for Bids (RFB) or the notice to the prequalified Bidders, as the case may be, issued by the Employer is not part of this bidding document. |
|  | * 1. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail. |
|  | * 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document. |
| 1. Clarification of Bidding Document, Ser vice Area Visit, Pre-Bid Meeting | * 1. A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address **specified in the BDS** or raise its inquiries 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 prior to the deadline for submission of Bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. |
|  | * 1. The Bidder is advised to visit and examine the Service Area of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Service Area shall be at the Bidder’s own expense. |
|  | * 1. 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. |
|  | * 1. If so **specified in the BDS**, the Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a Service Area of works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. |
|  | * 1. The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting. |
|  | * 1. 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 document in accordance with ITB 6.3. If so **specified in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page **identified** **in the BDS**. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. |
| 1. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda. |
|  | * 1. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1. |
|  | * 1. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2. |
| Preparation of Bids | |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| 1. Language of Bid | * 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 **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.   2. The **Technical Part** shall contain the following:  1. **Letter of Bid – Technical Part,** prepared in accordance with ITB 12; 2. **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1; 3. **Alternative Bid - Technical Part**: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid; 4. **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; 5. **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17.1 establishing the Bidder’s eligibility to Bid, or continued eligibility, as the case may be; 6. **Qualifications:** documentary evidence in accordance with ITB 17.2 establishing the Bidder’s qualifications or continued qualified status, as the case may be, to perform the Contract if its Bid is accepted; 7. **Conformity**: a technical proposal in accordance with ITB 16; 8. any other document **required in the BDS**.    1. The **Financial Part** shall contain the following:       1. **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;       2. **Bill of Quantities or Activity Schedule** completed in accordance with ITB 12 and ITB 14 as specified **in the BDS;**       3. **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and       4. any other documentrequired **in the BDS.**    2. The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.    3. In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.    4. The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 1. Letters of Bid and Schedules | * 1. The Letter of Bid – Technical Part, Letter of Bid – Financial Part and Priced Activity Schedules or Bill of Quantities shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. |
| 1. Alternative Bids | * 1. Unless otherwise **specified in the BDS**, alternative Bids shall not be considered. |
|  | * 1. When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria. |
|  | * 1. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer’s design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer. |
|  | * 1. When **specified** **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works and Services. Such parts will be **identified in the BDS** and described in Section VII,Works’ Requirements. The method for their evaluation will be stipulated in Section III,Evaluation and Qualification Criteria. |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Priced Activity Schedule or Bill of Quantities shall conform to the requirements specified below. |
|  | * 1. The Bidder shall fill in rates and prices for all items of the Phase I Activities, Phase II A Activities, Phase II B Activities and Phase III Activities described in the indicative Bills of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison. The quantities listed in the Bills of Quantities are indicative only for the purposes of evaluating bids |
|  | * 1. The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.   2. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1. |
|  | * 1. Unless otherwise **provided in the BDS,** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.   2. Any quantities which may be set out in the indicative BOQ or other Schedules are estimated quantities and should not to be taken as actual and correct quantities of the Works and Services which the Bidder would be required to execute.   3. If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. |
|  | * 1. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 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. |
| 1. Currencies of Bid and Payment | * 1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as **specified in the BDS.** |
|  | * 1. Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders. |
| 1. Documents Comprising the Technical Proposal | * 1. The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work’s requirements and the completion time. |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, – Technical Part, included in Section IV, Bidding Forms.   2. If prequalification has been carried out, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that timei. If post-qualification applies as specified in ITB 4.9, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms. |
|  | * 1. If a margin of preference applies as specified in accordance with ITB 38.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 38.1. |
|  | * 1. 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) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; 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. |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid for the Bid Validity period **specified in the** **BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive. |
|  | * 1. 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. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3. |
|  | * 1. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:  1. in the case of fixed price elements of the Contract the Contract price shall be the Bid price adjusted by the factor **specified in the BDS;** |
|  | 1. in the case of adjustable price elements of the Contract, no adjustment shall be made; or |
|  | 1. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above. |
| 1. Bid Security | * 1. The Bidder shall furnish as part of its Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as **specified in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified in the BDS. |
|  | * 1. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms. |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1*,* the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder’s option:  1. an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company); 2. an irrevocable letter of credit; 3. a cashier’s or certified check; or 4. another security **specified in the BDS,**   from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. 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. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. |
|  | * 1. If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive. |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50. |
|  | * 1. 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 and if required in the BDS, the Environmental and Social(ES) Performance Security. |
|  | * 1. The Bid Security may be forfeited or the Bid-Securing Declaration executed:  1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part or any extension thereto provided by the Bidder; or 2. if the successful Bidder fails to:  sign the Contract in accordance with ITB 49; orfurnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50. |
|  | * 1. The Bid Security or the Bid-Securing Declaration of a JVshall be in the name of the JVthat submits the Bid. If the JVhas not been constituted into a legally enforceable JV*,* at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.5. |
|  | * 1. If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:  1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letters of Bid; or 2. if the successful Bidder fails to: sign the Contract in accordance with ITB 49; or furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50;   the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as **stated in the BDS**. |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.   2. Bidders shall mark as “Confidential” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. |
|  | * 1. 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. |
|  | * 1. 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.   2. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |
| Submission of Bids | |
| 1. Sealing and Marking of Bids | * 1. The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”. |
|  | * 1. In addition, the Bidder shall submit copies of the Bid in the number **specified in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “Bid Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “Alternative Bid – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Bid – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Bid – Original”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “Alternative Bid – Copies Of Technical Part”, and “Alternative Bid – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Bid - Copies”   2. The envelopes marked “Original Bid” and “Bid Copies” (and, if appropriate, a third envelope marked “Alternative Bid”) shall be enclosed in a separate sealed outer envelope for submission to the Employer. |
|  | * 1. All inner and outer envelopes, shall: |
|  | * + 1. bear the name and address of the Bidder;     2. be addressed to the Employer in accordance with ITB 22.1;     3. bear the specific identification of this Bidding process indicated in ITB 1.1; and     4. bear a warning not to open before the time and date for Bid opening. |
|  | * 1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid. |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS. |
|  | * 1. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 1. Late Bids | * 1. The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (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:      1. prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and      2. received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. |
|  | * 1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. |
|  | * 1. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. |
| Public Opening of Technical Parts of Bids | |
| 1. Public Opening of Technical Parts of Bids | * 1. Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS. |
|  | * 1. First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.   2. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening. |
|  | * 1. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. |
|  | * 1. Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Second Envelope: Financial Part” shall remain sealed and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “Technical Part” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.   2. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “Second Envelope: Financial Part” are to be initialed by representatives of the Employer attending Bid opening in the manner **specified in the BDS**. |
|  | * 1. At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1). |
|  | * 1. The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:      1. the name of the Bidder and whether there is a withdrawal, substitution, or modification;      2. the receipt of envelopes marked “Second Envelope: Financial Part”;      3. the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and      4. if applicable, any Alternative Bid – Technical Part.   2. 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. |
| Evaluation of Bids – General Provisions | |
| 1. Confidentiality | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 44. |
|  | * 1. Any effort 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. |
|  | * 1. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing. |
| 1. Clarification of Bids | * 1. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36. |
|  | * 1. If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected. |
| 1. Deviations, Reservations, and Omissions | * 1. During the evaluation of Bids, the following definitions apply:      1. “Deviation” is a departure from the requirements specified in the bidding document;      2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and      3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. |
| 1. Nonmaterial Nonconformities | * 1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.   2. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
|  | * 1. Provided that a Bid is substantially responsive pursuant to ITB 31, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price. To this effect, the Bid price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**. |
| Evaluation of Technical Parts of Bids | |
| 1. Evaluation of Technical Parts | * 1. In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| 1. Determination of Responsiveness | * 1. The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.   2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:      1. if accepted, would:  (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or  * + 1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |
|  | * 1. The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works’ Requirements have been met without any material deviation, reservation or omission. |
|  | * 1. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 1. Qualification of the Bidder | * 1. The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. |
|  | * 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder. |
|  | * 1. If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
|  | * 1. Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. |
| 1. Subcontractors | * 1. Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.   2. In case of Prequalification, the Bidder’s Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.   3. The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works unless their specialised parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors refered to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.   4. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS.** Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works. |
| Public Opening of Financial Parts of Bids | |
| 1. Public Opening of Financial Parts | * 1. Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information: |
|  | * + 1. the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;     2. their envelopes marked “Second Envelope: Financial Part” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and     3. notify them of the date, time and location of the public opening of the envelopes marked “Second Envelope: Financial Part”. |
|  | * 1. The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:      1. their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;      2. their envelope marked “Second Envelope: Financial Part” will be opened at the public opening of the Financial Parts; and      3. notify them of the date, time and location of the second public opening of the envelopes marked “Second Envelope: Financial Part” **as specified in the BDS.** |
|  | * 1. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend. |
|  | * 1. At this public opening the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive will have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. Each of these envelopes marked “Second Envelope: Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.   2. Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner **specified in the BDS**. |
|  | * 1. The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “Second Envelope: Financial Part”. |
|  | * 1. The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:      1. the name of the Bidder whose Financial Part was opened;      2. the Bid price, per lot (contract) if applicable, including any discounts; and      3. if applicable, any Alternative Bid – Financial Part. |
|  | * 1. The Bidders whose envelopes marked “Second Envelope: Financial Part” have been opened or their 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. |
| Evaluation of Financial Parts of Bids | |
| 1. Evaluation of Financial Parts | * 1. To evaluate the Financial Part, the Employer shall consider the following: |
|  | * + 1. the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities[[10]](#footnote-11) for admeasurement contracts, but including Daywork[[11]](#footnote-12) items, where priced competitively; |
|  | * + 1. price adjustment for correction of arithmetic errors in accordance with ITB 36.1; |
|  | * + 1. price adjustment due to discounts offered in accordance with ITB 14.4; |
|  | * + 1. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37;     2. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and |
|  | * + 1. the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria. |
|  | * 1. 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. |
|  | * 1. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria. |
| 1. Correction of Arithmetical Errors | * 1. In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis: |
|  | * + 1. only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;     2. 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     3. 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. |
|  | * 1. 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. |
| 1. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as **specified in the BDS.** |
| 1. Margin of Preference | * 1. Unless otherwise **specified in the BDS,** a margin of preference for domestic Bidders[[12]](#footnote-13) shall not apply. |
| 1. Comparison of Financial Parts | * 1. The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost. |
| 1. Abnormally Low Bids | * 1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. |
|  | * 1. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.   2. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid. |
| 1. Unbalanced or Front-Loaded Bids | * 1. If the Bid for an admeasurement contract, which results in the lowest evaluated cost, in the Employer’s opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.   2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:      1. accept the Bid; or      2. require that the amount of the performance security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract price; or      3. reject the Bid. |
| 1. Most Advantageous Bid | * 1. Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:      1. substantially responsive to the bidding document; and      2. the lowest evaluated cost. |
| 1. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids | * 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. |
| 1. Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 48. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. |
| 1. Notification of Intention to Award | * 1. The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:      1. the name and address of the Bidder submitting the successful Bid;      2. the Contract price of the successful Bid;      3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;      4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;      5. the expiry date of the Standstill Period; and      6. instructions on how to request a debriefing and/or submit a complaint during the standstill period. |
| Award of Contract | |
| 1. Award Criteria | * 1. Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 42. |
| 1. Notification of Award | * 1. Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 44.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (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 of the contract (hereinafter, and in the Conditions of Contract and Contract Forms, called “the Contract Price”).   2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance,the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:      1. name and address of the Employer;      2. name and reference number of the contract being awarded, and the selection method used;      3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;      4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;      5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and      6. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 49.1   3. The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.   4. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| 1. Debriefing by the Employer | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 45.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. |
|  | * 1. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period |
|  | * 1. Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. |
|  | * 1. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting. |
| 1. Signing of Contract | * 1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request. |
|  | * 1. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt. |
| 1. Performance Security | * 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 and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, 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, unless the Employer has agreed in writing that a correspondent financial institution is not required. |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement 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 Bidder offering the next Most Advantageous Bid. |
| 1. Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the BDS. |

Section II - Bid Data Sheet (BDS)

The following specific data for the Works and Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]*

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

|  |  |  |
| --- | --- | --- |
| **A. General** | | |
| **ITB 1.1** | | The reference number of the Request for Bids (RFB) is: ***[insert reference number of the Request for Bids]***:  The Employer is***: [insert name of the Employer]:***  The name of the RFB is: ***[insert name of the RFB]*** |
| **ITB 1.2 (a)** | | The Works and Services under this RFB comprise several activities as follows:  Mobilization Activities \_\_\_\_\_\_\_\_\_ required. ***[Insert “are” or “are not” as appropriate].***  Design and Management Services \_\_\_\_\_\_\_\_\_ required. ***[Insert “are” or “are not” as appropriate].***  Phase I Activities \_\_\_\_\_\_\_\_\_ required. ***[Insert “are” or “are not” as appropriate].***  Phase II A[[13]](#footnote-14) Activities \_\_\_\_\_\_\_required. ***[Insert “are” or “are not” as appropriate].***  Phase II B Activities \_\_\_\_\_\_\_required. ***[Insert “are” or “are not” as appropriate].***  Phase III Activities \_\_\_\_\_\_\_\_required. ***[Insert “are” or “are not” as appropriate].*** |
| **ITB 1.2(a)** | | *[delete if not applicable*]  **Electronic –Procurement System**  The Employer shall use the following electronic-procurement system to manage this Bidding process:  ***[insert name of the e-system and url address or link]***  The electronic-procurement system shall be used to manage the following aspects of the Bidding process:  ***[list aspects here and modify the relevant parts of the BDS accordingly e.g., issuing bidding document, submissions of Bids, opening of Bids]*** |
| **ITB 2.1** | | The Borrower is: ***[insert name of the Borrower and statement of relationship with the Employer, if different from the Borrower. This insertion should correspond to the information provided in the RFB]***  Loan or Financing Agreement amount: ***[insert US$ equivalent]***  The name of the Project is: ***[insert name of the project]*** |
| ITB 4.1 | | Maximum number of members in the JV shall be: ***[insert a number]*** |
| ITB 4.5 | | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.> |
| ITB 4.9 | | *This Bidding is open only for prequalified Bidders.* ***[In cases where prequalification has not taken place, indicate that Bidding is open to all interested Bidders.]*** |
| **B. Contents of Bidding Document** | | |
| **ITB 7.1** | | For **Clarification of Bid purposes** only, the Employer’s address is:  ***[insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 22.1 for Bid submission]***  Attention: *[* ***[insert full name of person, if applicable****]*  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****]*  Telephone: *[****insert telephone number, including country and city codes****]*  Facsimile number: *[****insert fax number, including country and city code****s]*  Electronic mail address: *[****insert email address, if applicable****]* |
| **ITB 7.1** | | Requests for clarification should be received by the Employer no later than: ***[insert no. of days].***  Web page: ***[in case used, identify the website with free access where Bidding process information is published****]* |
| **ITB 7.4** | | A Pre-Bid meeting [***insert “shall” or “shall not”]*** take place at the following date, time and place:  Date:  Time:  Place:  A Service Area visit conducted by the Employer ***[insert “shall be” or “shall not be”]*** organized |
| **ITB 7.6** | | Web page: ***[in case used, identify the website for publishing Minutes of Pre-Bid Meeting]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****]* |
| **C. Preparation of Bids** | | |
| ITB 10.1 | | The language of the Bid is: ***[insert “English” or” Spanish” or “French”]****.*  ***[Note: In addition to the above language, and if agreed with the Bank, the Employer has the option to issue translated versions of the bidding document in another language which should either be: (a) the national language of the Employer; or (b) the language used nation-wide in the Employer’s country for commercial transactions. In such case, the following text shall be added:]***  ***“****In addition, the bidding document is translated into the* ***[insert national or nation-wide used]*** *language* ***[if there are more than one national or nation-wide used language, add “****and in the \_\_\_\_\_\_\_\_”* ***[insert the second national or nation-wide language].***  ***[Bidders shall have the option to submit their Bid in any one of the languages stated above. Bidders shall not submit Bids in more than one language.]”***  All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ ***[insert language]*** language.  Language for translation of supporting documents and printed literature is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. ***[Specify one language]****.* |
| ITB 11.2 (h) | | The Bidder shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITB 11.2 that must be submitted with the Bid. The list of additional documents should include the following:]***  **Code of Conduct (for Contractor’s Personnel (ES) )**  The Bidder shall submit its Code of Conduct that will apply to the Contractor’s Personnel to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.  **Strategy for Management Strategies and Implementation Plans (MSIP) to manage the ES risks**  *The Bidder shall submit* Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:  ***[Note:*** *insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:*   * *[e.g.* Sexual Exploitation, and Assault (SEA) *prevention and response action plan]* * [*e.g. Traffic Management Plan to ensure safety of local communities from construction traffic*]; |
| **ITB 11.3 (b)** | | The following schedules shall be submitted with the Bid: ***[insert schedules that must be submitted with the Bid, including the priced Bill of Quantities for admeasurement contracts or Activity Schedule for lump-sum contracts]*** |
| **ITB 11.3 (d)** | | The Bidder shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITB 11.3 that must be submitted with the Bid]*** |
| **ITB 13.1** | | Alternative Bids ***[insert “shall be” or “shall not be”]*** \_\_\_\_\_\_\_ considered.  ***[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]*** |
| ITB 13.2 | | Alternative times for reaching the required Service Levels and for completion of the different phases of Activities ***[insert “shall be” or “shall not be”] \_\_\_\_\_\_\_***\_\_\_\_\_\_\_\_\_\_\_\_ permitted.  ***[If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria].*** |
| ITB 13.4 | | Alternative technical solutions shall not be permitted. |
| **ITB 14.5** | | The prices quoted by the Bidder ***[insert “shall be” or “shall not be”]*** *\_\_\_\_\_\_\_\_\_\_\_\_*subject to adjustment during the performance of the Contract. |
| **ITB 15.1** | | The price shall be quoted by the Bidder in: ***[insert the local currency]***  A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “foreign currency requirements”) and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the Bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV, Bidding Forms. |
| **ITB 18.1** | | The Bid validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for Bid submission]*** \_\_\_\_\_\_\_\_\_days. |
| **ITB 18.3 (a)** | | The Bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_  ***[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.]*** |
| **ITB 19.1** | | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***  ***[Note: using this Two-envelope Bidding process requires placing the Bid Security in the first envelope – Technical Part: this is only possible if the amount of the Bid Security is a fixed amount for all participant Bidders]***  A Bid Security***[insert “shall be” or “shall not be”*]** \_\_\_\_\_\_\_\_ required.  A Bid-Securing Declaration **[*insert “shall be” or “shall not be*”]** \_\_\_\_\_\_\_\_\_\_\_required.  If a Bid Security shall be required, the amount and currency of the Bid Security shall be:  **[*If a Bid Security is required, insert amount and currency of the Bid*** *S****ecurity. Otherwise, insert “Not Applicable”.]******[In case of lots, please insert amount and currency of the Bid Security for each lot]***  ***Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 19.3 (d)** | | Other types of acceptable securities:    ***[Insert names of other acceptable securities. Insert “None” if no Bid security is required under provision ITB 19.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable*.]** |
| **ITB 19.9** | | ***[Delete if not applicable: The following provision should be included and the required corresponding information inserted only if a Bid Security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible to be awarded a contract for a period of time should the Bidder perfom any of the actions mentioned in provision ITB 19.9 (a) and (b). Otherwise omit.]***  If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of ***[insert number of years]***\_ years. |
| **ITB 20.3** | | 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] \_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
| **D. Submission of Bids** | | |
| **ITB 21.2** | | In addition to the original of the Bid, the number of copies is:***[insert number of copies] \_\_\_\_\_\_\_\_.*** |
| **ITB 22.1** | | For **Bid submission purposes** 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/Postal Code: [***insert postal (ZIP) code, if applicable***]  Country: [***insert name of country***]  ***[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank]***  The deadline for Bid submission is:  Date: ***[insert day, month, and year, e.g. 15 June 2019]***  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 Specific Procurement Notice – Request for Bids, unless subsequently amended pursuant to ITB 22.2]***  Bidders **[*insert “shall” or “shall not”*]** have the option of submitting their Bids electronically.  **[*The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic bidding submission procedures shall be: ***[insert a description of the electronic bidding submission procedures.]*** |
| **E. Public Opening of Technical Parts of Bids** | | |
| **ITB 25.1** | | The Bid opening shall take place at:  Street Address: [***insert street address and numbe****r]*  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 2019]***  Time: *[****insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids ITB 22]*** |
| **ITB 25.1** | | **[*The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures.]*** |
| **ITB 25.6** | | The Letter of Bid – Technical Part and the sealed envelope marked “Second Envelope: Financial Part” shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Employer conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]*** |
| **F. Evaluation of Bids – General Provisions** | | |
| **ITB 29.3** | | The adjustment shall be based on the \_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert “average” or “highest”]*** price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate. |
| **G. Evaluation of Bids - Technical Parts** | | |
| **ITB 33.1** | | At this time the Employer \_\_\_\_\_\_\_\_\_\_\_\_\_to execute certain specific parts of the Works and Services by subcontractors selected in advance. |
| **ITB 33.3** | | ***[Indicate N/A if not applicable]***  The parts of the Works and Services for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows:   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   For the above-designated parts of the Works and Services that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation. |
| **ITB 33.4** | | Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: *\_\_\_\_\_\_\_%* of the total contract amount or \_\_\_\_\_\_\_% of the volume of work\_\_\_\_\_\_\_\_\_\_\_\_\_.  Bidders planning to subcontract more than 10% of total volume of work and services shall specify, in the Letter of Bid, the activity (ies) or parts of the Works and Services to be subcontracted along with complete details of the subcontractors and their qualification and experience. |
| **H. Public Opening of Financial Parts** | | |
| **ITB 34.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the location, date and time of the public opening of Financial Parts.  ***[In addition to the above the Employer shall include one or both of the following two options]***  *[Option 1, if available]* The Employer shall publish a notice of the public opening of the Financial Parts on its website.  *[Option 2]* Any interested party who wishes to attend this public opening may contact *[insert name and contact details for responsible officer]* and request to be notified of the location, date and time of the public opening of Financial Parts. The request should be made before the deadline for submission of Bids, stated above. | |
| **ITB 34.5** | The Letter of Bid – Financial Part and Schedules shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Employer conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]*** | |
| **I. Evaluation of Bids - Financial Parts** | | |
| **ITB 37.1** | | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is:  ***[insert the name of the currency]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]***  The date for the exchange rate shall be*:* ***[insert day, month and year, e.g. 15 June 2019 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity period].*** |
| **ITB 38.1** | | ***[The following provision should be included and the required corresponding information inserted only if the Procurement Plan authorizes the application of margin of preference and the Employer intends to apply it to the subject contract. Otherwise omit]***  A margin of domestic preference ***[insert* *either “shall” or “shall not”*]** *\_\_\_\_\_\_\_\_\_*apply.  ***[If a margin of preference applies insert “The application methodology shall be as stipulated in Section III, Evaluation and Qualification Criteria)”]*** |
| **J. Award of Contract** | | |
| **ITB 49.1** | | The successful Bidder *[shall] or [shall not]* submit the Beneficial Ownership Disclosure Form. |
| **ITB 50.1 and 50.2** | | **[Delete the following if not applicable]**  The successful Bidder shall be required to submit an Environmental, and Social (ES) Performance Security.  *[Note: The ES Performance Security shall normally be required are high.]* |
| **ITB 51.1** | | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:  **For the attention**: *[insert full name of person receiving complaints]*  **Title/position**: *[insert title/position]*  **Employer**: *[insert name of Employer]*  **Email address***: [insert email address]*  **Fax number**: *[insert fax number]* ***delete if not used***  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; 2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and 3. the Employer’s decision to award the contract. |

|  |
| --- |
| Section III - Evaluation and Qualification Criteria (After Prequalification) |

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

**1. Technical Part**

**A. Technical Evaluation**

**1.1 Adequacy of Technical Proposal**

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

**1.2 Alternative Techncial Solutions for specified parts of Works**

The acceptability of technical alternatives for parts of the Works, if permitted under ITB 13.4, will be determined as follows:

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

**1.3 Sustainable procurement**

*[If specific****sustainable procurement technical requirements****have been specified in Section VII, Specifications for Works and Services* ***either****state that those requirements will be evaluated on a pass/fail (compliance basis).*

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

**B. Qualification Assesment**

**1.4 Update of Information**

The Bidder shall continue to meet the criteria used at the time of prequalification. The bidder shall use the relevant forms in Section IV to provide any updates to the information it provided at the time of prequalification.

1.5 Financial Resources

Using the relevant Form 3.1 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this Contract and its current Works commitment.

**1.6 Contractor’s Representative and Key Personnel**

The Bidder must demonstrate that it will have a suitably qualified Contractor’s Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Contractor’s Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

**1.7 Equipment**

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program.

The Bidder shall provide further details in Appendix B to Technical Part: Equipment

2. Financial Part

1. Margin of Preference

**If BDS so specifies**, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

(a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.

(b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:

(i) Group A: Bids offered by domestic contractors eligible for the preference.

(ii) Group B: Bids offered by other contractors.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the Bid with lowest evaluated cost, and the Bid with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award as the Most Advantageous Bid, if the Bidder is qualified. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

The Employer shall use the criteria and methodologies listed in this Section to evaluate bids. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid that meets the qualification criteria and has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

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

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

1. Sustainable procurement

*[If specific****sustainable procurement technical requirements****have been specified in* Section *VII- Specification, if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

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

1. Alternative Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

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

1. Alternative Technical Solutions for specified parts of the Works

If alternative technical solutions of parts of the Works are permitted under ITB 13.4 and are found to be technically acceptable the evaluation of the Financial Part of the Bid shall be evaluated as follows:

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

1. Other criteria

**If permitted** under **ITB 35.1(f):**

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

Section III - Evaluation and Qualification Criteria (without Prequalification)

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders when qualification in the evaluation of the Technical Part is applied. No other factors, methods or criteria shall be used other than those specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

* For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
* 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 the ITB 37.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

*[The Employer shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics].*

**Table of Criteria**

[1. Technical Part 56](#_Toc454706824)

[2. Financial Part 63](#_Toc454706825)

**Section III - Evaluation and Qualification Criteria**

1. Technical Part

1.1 Adequacy of Technical Proposal

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

1.2 Alternative Techncial Solutions for specified parts of Works

The acceptability of technical alternatives for parts of the Works, if permitted under ITB 13.4, will be determined as follows:

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

1.3 Specialized Subcontractors

If permitted under ITB 33, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

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

1.4 Qualification Criteria

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

| **Eligibility and Qualification Criteria** | | | **Compliance Requirements** | | | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | | **Submission Requirements** |
| **All members Combined** | | **Each member** | **At least one member** |
| 1. Eligibility | | | | | | | | |
| 1.1 | Nationality | Nationality in accordance with ITB 4.4 | Must meet requirement | N/A | | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | requirement  N/A | | Must meet requirement | N/A | Letter of Bid |
| 1.3 | Bank Eligibility | Not having been declared ineligible by the Bank, as described in ITB 4.5. | Must meet requirement | N/A | | Must meet requirement | N/A | Letter of Bid |
| 1.4 | State-owned enterprise or institution of the Borrower country | Meets conditions of ITB 4.6 | Must meet requirement | Must meet requirement | | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.5 | United Nations resolution or Borrower’s country law | Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V. | Must meet requirement | Must meet requirement | | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1. Historical Contract Non-Performance | | | | | | | | |
| 2.1 | History of Non-Performing Contracts | Non-performance of a contract[[14]](#footnote-15) did not occur as a result of contractor default since 1st January [Insert year]. | Must meet requirement1 and 2 | N/A | | Must meet requirement[[15]](#footnote-16) | N/A | Form CON-2 |
| 2.2 | Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period | Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9. | Must meet requirement | Must meet requirement | | Must meet requirement | N/A | Letter of Bid |
| 2.3 | Pending Litigation | Bidder’s financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | | Must meet requirement | N/A | Form CON – 2 |
| 2.4 | Litigation History | No consistent history of court/arbitral award decisions against the Bidder[[16]](#footnote-17) since 1st January [insert year] | Must meet requirement | Must meet requirement | | Must meet requirement | N/A | Form CON – 2 |
| 2.5 | **Declaration: Environmental, and Social,(ES) past performance** | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for for reasons of breach of environmental, or social (including Sexual Exploitation, and Assault) contractual obligations in the past five years.[[17]](#footnote-18) | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Form CON-3 ES Performance Declaration |
| 3. Financial Situation and Performance | | | | | | | | |
| 3.1 | Financial Capabilities | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_for the subject contract(s) net of the Bidder’s other commitments | Must meet requirement | Must meet Requirement | | N/A | N/A | Form FIN – 3.1, with attachments |
|  |  | (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. | Must meet requirement | Must meet requirement | | N/A | N/A |  |
|  |  | (iii) The audited balance sheets or, if not required by the laws of the Bidder’s Country, other financial statements acceptable to the Employer, for the last \_\_\_\_\_\_\_\_\_years prior to [date] shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability. | Must meet requirement | N/A | | Must meet requirement | N/A |  |
| 3.2 | Average Annual Turnover | Minimum average annual turnover from (i) Construction, and/or (ii) operation and/or maintenance of water related activities of US$ *[insert amount in US$ equivalent in words and figures* within the last \_\_\_\_\_\_\_\_years | Must meet requirement | Must meet requirement | | Must meet [20]\_\_\_\_\_\_\_\_%, \_\_\_\_\_\_\_\_\_\_\_of the requirement | Lead Firm must meet [40]\_\_\_\_\_\_\_%, \_\_\_\_\_\_\_\_\_\_\_of the requirement | Form FIN – 3.2 |
| 4. Experience | | | | | | | | |
| 4.1 | General Experience | Experience as consultant, operator or contractor in engineering services related to leakage reduction or operation of a water supply distribution network in the last [] years prior to [date]. | Must meet requirement | N/A | Must meet requirement | | N/A | Form EXP – 4.1 |
| 4.2 | Experience in the design and implementation of WLR programs | Experience in the design and implementation of a program related to physical and commercial loss reduction in water supply distribution networks in the [10] [(ten)] years prior to [date] in one city of at least [number] water supply connections or in two cities with a combined number of at least [number] water supply connections. *[ if permitted in accordance BDS-ITB 33.3, state if this requirement for the bidder may alternatively be met through Specialized Subcontractor]* | Must meet requirement | Must meet requirement | N/A | | N/A | Form EXP 4.2 |
| 4.3 | Experience in construction and rehabilitation of distribution network | Experience as a contractor for the construction and/ orrehabilitation of a water supply distribution system in the last [] years with an average annual turnover of $[] million calculated based on the total of the certified payments received for for construction and rehabilitation work of water supply distribution system in contracts in progress and/or completed within the last 5 years, divided by 5 years. | Must meet requirements | N/A | N/A | | Must meet requirements | Form EXP 4.3 |
| 4.4 | Experience in operation & maintenance | Experience as an operator or O&M contractor of a water supply distribution network in the last [)] years prior to [date] in one city with at least [number] water supply connections or in two cities with a combined number of at least [number] water supply connection, for a contract or contracts, as the case may be, with a minimum duration of [] [()] years | Must meet requirements | N/A | N/A | | Must meet requirements |  |
| 4.5 | Specific Experience in managing ES aspects | For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January *[insert year]* and Application submission deadline, experience in managing ES risks and impacts in the following aspects: *[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]* | Must meet requirements | Must meet requirements | Must meet the following requirements: [*list key requirements to be met by each member otherwise state: ”N/A”]* | | Must meet the following requirements: *[list key requirements to be met by one member otherwise state: ”N/A”]* | Form EXP – 4.5 |

1. Contractor’s Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor’s Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Contractor’s Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

6. Equipment

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program.

The Bidder shall provide further details in Appendix B to Technical Part: Equipment

2. Financial Part

1. Margin of Preference

**If BDS so specifies**, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

(a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.

(b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:

(i) Group A: Bids offered by domestic contractors eligible for the preference.

(ii) Group B: Bids offered by other contractors.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the Bid with lowest evaluated cost, and the Bid with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award as the Most Advantageous Bid, if the Bidder is qualified. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

The Employer shall use the criteria and methodologies listed in this Section to evaluate bids. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid that meets the qualification criteria and has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

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

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

1. Sustainable procurement

*[If specific****sustainable procurement technical requirements****have been specified in Section VII- Specification,****either****state that (i) those requirements will be evaluated on a pass/fail (compliance basis)****or****otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments  to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

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

1. Alternative Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

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

1. Alternative Technical Solutions for specified parts of the Works

If the alternative technical solutions of parts of the Works, if permitted under ITB 13.4, were accepted in the evaluation of the Technical Part, the Financial Part of the Bid shall be evaluated as follows:

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

1. Other criteria

If permitted under ITB 35.1(f):

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

|  |
| --- |
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|  |  |
| --- | --- |
| Letter of Bid - Technical Part | |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text is to help Bidders in preparing this form.* |

**Date of this Bid submission**: [*insert date (as day, month and year) of Bid submission*]

**Request for Bid No**.: [*insert identification*]

**Alternative No.**:[*insert identification No if this is a Bid for an alternative*]

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

We, the undersigned, hereby submit our Bid, in two parts, namely:

1. the Technical Part, and
2. the Financial Part

In submitting our Bid, we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer’s country in accordance with ITB 4.7;
4. **Conformity**: We offer to execute in conformity with the bidding document the following Works: [*insert a brief description of the Works*]

;

1. **Bid Validity Period**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security [*and an Environmental and Social (ES) Performance Security,* ***Delete if not applicable***] in accordance with the bidding document;
3. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and weare not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
6. **Binding Contract**: 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;
7. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
8. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

|  |
| --- |
| Appendix A to Technical Part: Technical Proposal |

Service Area Organization

*[insert Service Area Organization information]*

Method Statement

*[insert Method Statement]*

Mobilization Schedule

*[insert Mobilization Schedule]*

Phase I Construction Schedule

***[insert Construction Schedule]***

Environmental and Social Management Strategies and Implementation Plans

The Bidder shall submit Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (h) of the Bid Data Sheet.

#### In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Work’s Requirements in Section VII.

Code of Conduct for Contractor’s Personnel

**Note to the Bidder**:

**The minimum content of the** **Code of Conduct form as set out by the Employer shall not be substantially modified**. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Service Area and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Service Area or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor’s Personnel”** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
   1. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
   2. wearing required personal protective equipment;
   3. using appropriate measures relating to chemical, physical and biological substances and agents; and
   4. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s or Supervision Consultant’s personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  In Bank financed projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Assault (SEA);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor’s Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor’s hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor’s contact person with relevant experience in handling gender-based violence*] requesting an explanation.

Name of Contractor’s Personnel: [insert name]

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersignature of authorized representative of the Contractor:

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Others

Appendix B to Technical Part: Equipment

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. In the strategy, the Bidder shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer’s specifications for the duration of the Contract. The Bidder shall specify whether it will own, lease, rent or specially manufacture the key equipment.

|  |
| --- |
| Appendix C to Technical Part: Key Personnel |

Form PER -1: Contractor’s Representative and Key Personnel

**Schedule**

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Key Personnel**

|  |  |  |
| --- | --- | --- |
| **1.** | **Title of position: Contractor’s Representative** | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[Environmental Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[Health and Safety Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[Social Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position: Gender Based Violence Expert**  *[Where a Project SEA risks are assessed to be high, Key Personnel shall include a gender-based violence expert with relevant experience in addressing sexual exploitation, and assault cases]* | |
|  | **Name of candidate** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6…** | **Title of position:** | |
|  | **Name of candidate** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
|  |  |  |

Form PER-2: Resume and Declaration

Key Personnel

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

|  |  |  |
| --- | --- | --- |
| **Position [#*1*]: [*title of position from Form PER-1*]** | | |
| **Personnel information** | **Name:** | **Date of birth:** |
|  | **Address:** | **E-mail:** |
|  |  |  |
|  | **Professional qualifications:** | |
|  | **Academic qualifications:** | |
|  | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **Details** |  | |
|  | **Address of employer:** | |
|  | **Telephone:** | **Contact (manager / personnel officer):** |
|  | **Fax:** |  |
|  | **Job title:** | **Years with present employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |  |
| --- | --- | --- | --- |
| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Declaration**

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

|  |  |
| --- | --- |
| **Commitment** | **Details** |
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Key Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert the number of days/week/months/ that this Key Personnel will be engaged]* |

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Bid evaluation;
2. my disqualification from participating in the Bid;
3. my dismissal from the contract.

**Name of Key Personnel: [*insert name*]**

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

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

**Date: (day month year):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Appendix D to Technical Part: Bidder’s Qualification |

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

|  |
| --- |
| Form ELI -1.1  **Bidder Information Form**  Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Page *\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages  Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

Form ELI -1.2

**Bidder's JV** **Information Form**  **(to be completed for each member of Bidder’s JV)**

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_* pages

|  |
| --- |
| Bidder’s JV name: |
| JV member’s name: |
| JV member’s country of registration: |
| JV member’s year of constitution: |
| JV member’s legal address in country of constitution: |
| JV member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

Form CON – 2

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.  🞎 Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. | | | |
| 🞎 Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year of dispute** | | **Amount in dispute (currency)** | | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  | |  | | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  | |  | | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | | | |
| 🞎 No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.  🞎 Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. | | | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | | **Contract Identification** | | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | | *[insert amount]* |

Form CON – 3:

**Environmental and Social (ES) Performance Declaration**

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |
| --- | --- | --- | --- |
| Environmental and Social Performance Declaration  in accordance with Section III, Qualification Criteria, and Requirements | | | |
| 🞎 **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.  🞎 **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or assault breaches]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | *…* |
| **Performance Security called by an employer(s) for reasons related to ES performance** | | | |
| Year | Contract Identification | | Total Contract Amount (current value, currency, exchange rate and US$ equivalent) |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for calling of performance security: *[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or assault breaches]* | | *[insert amount]* |
|  |  | |  |

Form FIN – 3.1

**Financial Situation and Performance**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

**1. Financial data**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Financial information in**  **(currency)** | **Historic information for previous** *\_\_\_\_\_\_\_\_\_years,*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  **(amount in currency, currency, exchange rate\*, USD equivalent)** | | | | |
|  | Year 1 | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities |  |  |  |  |  |

\*Refer to ITB 15 for the exchange rate

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *\_\_\_\_\_\_\_\_\_\_\_*years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV 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[[18]](#footnote-19) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN – 3.2

**Average Annual Turnover**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Annual turnover data (construction only)** | | |
| **Year** | **Amount**  **Currency** | | **Exchange rate** | **USD equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| Average Annual Turnover \* |  | |  |  |

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN – 3.3

**Financial Resources**

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

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

Form FIN – 3.4

**Current Contract Commitments / Works in Progress**

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |
| --- |
| **Current Contract Commitments** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name of Contract** | **Employer’s**  **Contact Address, Tel, Fax** | **Value of Outstanding Work**  **[Current US$ Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [US$/month)]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  |  |  |  |  |  |

**Form EXP - 4.1**

Experience in Engineering Services

(Experience in engineering services)

*[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]*

Applicant’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate experience in engineering services over the past ten years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1.List contracts chronologically, according to their commencement (starting) dates.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Starting**  **Year** | **Ending**  **Year** | **Contract Identification** | **Role of**  **Applicant** |
| *[indicate year]* | *[indicate year]* | Contract name: *[insert full name]*  Brief Description of the Works performed by the  Applicant: *[describe works performed briefly]*  Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*  Name of Employer: *[indicate full name]*  Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |
|  |  | Contract name: *[insert full name]*  Brief Description of the Works performed by the  Applicant: *[describe works performed briefly]*  Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*  Name of Employer: *[indicate full name]*  Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |
|  |  | Contract name: *[insert full name]*  Brief Description of the Works performed by the  Applicant: *[describe works performed briefly]*  Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent\*]*  Name of Employer: *[indicate full name]*  Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or “JV Member” or "Sub-contractor” or "Management Contractor”]* |

\* Refer ITA 14 for date and source of exchange rate.

**Form EXP - 4.2**

**Design and implementation of WLR programs**

*[The following table shall be filled in for contracts performed by the Applicant, each member of a Joint Venture, and Specialized Sub-contractors]*

Applicant’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Similar Contract No.**  *[insert number]* of *[insert number of similar contracts required]* | **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 🞎 | | Member in  JV  🞎 | Management Contractor  🞎 | Sub-contractor 🞎 |
| Total Contract Amount | *[insert total contract amount in local currency]* | | | US$ *[insert*  *Exchange rate and total contract amount in US$*  *equivalent]\** | |
| If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities | *[insert a percentage amount]* | *[insert total contract amount in local currency]* | | *[insert exchange rate and total contract amount in US$ equivalent]\** | |
| ***[insert roles and responsibilities]*** | | | | |
| Employer's Name: | *[insert full name]* | | | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and*  *city area codes]*  *[insert e-mail address, if available]* | | | | |

\* Refer ITA 14 for date and source of exchange rate.

**Form EXP - 4.3**

Experience in Construction and Rehabilitation of Distribution Networks

Applicant's Name: *[insert full name]*Date: *[insert day, month, year]*Applicant's JV Member’s Name: *[insert full name]*Sub-contractor's Name[[19]](#footnote-20) (as per ITA 24.2 and 24.3): *[insert full name]*RFB No. and title: *[insert RFB number and title]*

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

All Sub-contractors for key activities must complete the information in this form as per ITA 24.2 and 24.3 and Section III, Qualification Criteria and Requirements, 4.3.

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **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  🞎 | Member in  JV  🞎 | | Management Contractor  🞎 | Sub-contractor  🞎 |
| Total Contract Amount | *[insert total contract amount in contract currency(ies)]* | | | US$ *[insert exchange rate and total contract amount in US$ equivalent]* | |
| Quantity (Volume, number or rate of production, 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: | *[insert full name]* | | | | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and*  *city area codes]*  *[insert e-mail address, if available]* | | | | | |

2. Activity No. Two

3. …………………

|  |  |
| --- | --- |
|  | **Information** |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: |  |
|  | *[insert response to inquiry indicated in left*  *column]* |
|  |  |
|  |  |
|  |  |
|  |  |

**Form EXP - 4.4**

Experience in Monitoring & Maintenance

Applicant's Name: *[insert full name]*Date: *[insert day, month, year]*Applicant's JV Member’s Name: *[insert full name]*Sub-contractor's Name[[20]](#footnote-21) (as per ITA 24.2 and 24.3): *[insert full name]*RFB No. and title: *[insert RFB number and title]*

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

All Sub-contractors for key activities must complete the information in this form as per ITA 24.2 and 24.3 and Section III, Qualification Criteria and Requirements, 4.4.

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **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  🞎 | Member in  JV  🞎 | | Management Contractor  🞎 | Sub-contractor  🞎 |
| Total Contract Amount | *[insert total contract amount in contract currency(ies)]* | | | US$ *[insert exchange rate and total contract amount in US$ equivalent]* | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year [to be completed]  *[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: | *[insert full name]* | | | | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and*  *city area codes]*  *[insert e-mail address, if available]* | | | | | |

**Form EXP - 4.5**

**Specific Experience in Managing ES aspects**

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidder's JV Member Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

* + - 1. Key Requirement no 1 in accordance with 4.5: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contract Identification |  | | | |
| Award date |  | | | |
| Completion date |  | | | |
| Role in Contract | Prime Contractor  🞎 | Member in  JV  🞎 | Management Contractor  🞎 | Subcontractor  🞎 |
| Total Contract Amount |  | | US$ | |
| Details of relevant experience |  | | | |

* + - 1. Key Requirement no 2 in accordance with 4.5: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
      2. Key Requirement no 3 in accordance with 4.5: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

…

|  |
| --- |
| Appendix E to Technical Part: Bid Security |

Form of Demand Guarantee

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Request for Bids No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**BID GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Request for Bids No. \_\_\_\_\_\_\_\_\_\_\_ (“the RFB”).

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 \_\_\_\_\_\_\_\_\_\_\_  (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (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 and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

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

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

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

*[Signature]*

Form of Bid Security – Bid Bond

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* authorized to transact business in *[name of country of Employer],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*[[21]](#footnote-22) *[amount in words]*, 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 \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the execution of *[name of Contract]* (hereinafter called the “Bid”).

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

1. has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, and, if required, the Environmental and Social (ES) Performance Security, if required, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

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

Form of Bid-Securing Declaration

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

RFB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternative No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Employer for the period of time of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ starting on \_\_\_\_\_\_\_\_\_, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

|  |
| --- |
| Letter of Bid - Financial Part |

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text in black font is to help Bidders in preparing this form.* |

**Date of this Bid submission**: [*insert date (as day, month and year) of Bid submission*]

**Request for Bid No**.: [*insert identification*]

**Alternative No.**:[*insert identification No if this is a Bid for an alternative*]

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

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part.

In submitting our Bid, we make the following additional declarations:

1. **Bid Validity Period**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Total Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: [ Insert the total price of the Bid in words and figures, including the various amounts and the respective currencies.] \_*$xx million*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. The total Bid Price includes the following components:

|  |  |
| --- | --- |
| **Description of Component** | **Amount (in numbers)** |
| * + 1. Fee for Mobilization Services in an amount of *[amount in words] [name of currency]*.     2. Fee for Design and Management Services in an amount of *[amount in words] [name of currency]*.   (c) Phase I, Phase II A, Phase II B and Phase III Activities in an amount of *[amount in words] [name of currency]*. |  |
| **A. SUB-TOTAL = (a) + (b) + (c)** |  |
| (d) **Emergency and Unforeseen Works** *[amount in numbers, name of currency]* |  |
| *[amount in words]* |  |
| **B. TOTAL = A + (e)** *[amount in numbers, name of currency]* |  |
| *[amount in words]* |  |

1. **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

(ii) 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*];

1. **Commissions,** gratuities **and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
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(If none has been paid or is to be paid, indicate “none.”)

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

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

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

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

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

**\***: In the case of the Bid submitted by 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. The power of attorney shall be attached with the Bid Schedules

Appendix A to Financial Part: Schedules

**Bill of Quantities**

***Objectives***

*The objectives of the Bill of Quantities are:*

*(a) to provide sufficient information on the quantities of the Phase I Activities, and Phase II A Activities, Phase II B Activities and Phase III Activities to be performed to enable bids to be prepared efficiently and accurately; and*

*(b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Phase I Activities, Phase 11 A Activities and Phase III Activities to be executed and a provisional valuation of the Phase II B Activities.*

*The Bill of Quantities will also provide the unit rates for any Emergency and Unforeseen ActivitiesWorks needed to be carried out.*

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

***Daywork Schedule***

*A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:*

*(a) A list of the various classes of labor, materials, and Constructional Plant 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 shall be paid for work executed on a daywork basis.*

*(b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor’s profit, overheads, supervision, and other charges.*

***Provisional Sums***

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Supervision Consultant’s).*

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

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

Sample Bill of Quantities

Phase I, Phase II A, Phase II B and Phase III Activities

(Local Currency and Foreign Currency)

*For Sample BOQ to be included with the procurement documents, see Guidance Note at [ ]*

Phase 1 - DMA establishment

| Item No. | **Description** | Unit | Quantity | Rate | Amount |
| --- | --- | --- | --- | --- | --- |
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|  | **Total Phase 1 DMA establishment** |  |  |  |  |

Phase 2A – Water Loss Reduction (first DMAs)

| Item No. | Description | Unit | Quantity | Rate | Amount |
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|  | **Totals Phase 2A – Water Loss Reduction (first DMAs)** |  |  |  |  |

Phase 2B – Water Loss Reduction (first DMAs)

| Item No. | Description | Unit | Quantity | Rate | Amount |
| --- | --- | --- | --- | --- | --- |
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|  | **Totals Phase 2B – Water Loss Reduction (first DMAs)** |  |  |  |  |

Phase 3 – Maintenance

| **Item No.** | **Description** | Unit | Quantity | Rate | Amount |
| --- | --- | --- | --- | --- | --- |
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|  | **Totals Phase 3 – Maintenance** |  |  |  |  |

Schedule of Payment Currencies

**For ...........................***insert name of Section of the Activitiess*

Separate tables may be required if the various sections of the Activities (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **A** | **B** | **C** | **D** |
| **Name of Payment Currency** | **Amount of Currency** | **Rate of Exchange**  **to Local Currency** | **Local Currency Equivalent**  **C = A x B** | **Percentage of  Total Bid Price (TBP)**  **100xC**  **TBP** |
| **Local currency** |  | **1.00** |  |  |
| **Foreign Currency #1** |  |  |  |  |
| **Foreign Currency #2** |  |  |  |  |
| **Foreign Currency #3** |  |  |  |  |
| **Total Bid Price** |  |  |  | **100.00** |
| **Provisional Sums Expressed in Local Currency** |  | **1.00** |  |  |
| **TOTAL BID PRICE (Including provisional sum)** |  |  |  |  |

Schedule(s) of Adjustment Data

**Table A - Local Currency**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index**  **Code** | **Index Description** | **Source of Index** | **Base Value**  **and Date** | **Bidder’s**  **Local Currency Amount** | **Bidder’s**  **Proposed**  **Weighting** |
|  | Nonadjustable | — | — | — | A: \*  B: \*  C: \*  D: \*  E: \* |
|  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

| **Index Code** | **Index Description** | **Source of Index** | **Base Value and Date** | **Bidder’s Currency in Type/Amount** | **Equivalent in FC1** | **Bidder’s Proposed Weighting** |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Nonadjustable** | — | — | — |  | A: \*  B: \*  C: \*  D: \*  E: \* |
|  |  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Section V - Eligible Countries

**Eligibility for the Provision of Goods, Works and Non-consulting Services in   
Bank-Financed Procurement**

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITB 4.8 (b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section VI - Fraud and Corruption

**(Section VI shall not be modified)**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[22]](#footnote-23) (ii) to be a nominated[[23]](#footnote-24) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[24]](#footnote-25) all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

# 

# PART 2 –Works and Services Requirements

Section VII - Works and Services Requirements

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Specifications

*A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive procurement, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works and Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.*

*The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works and Services Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works and Services.*

*Any additional sustainable procurement technical requirements (beyond the ESrequirements stated in the Environmental and Social Requirements section below) shall be clearly specified. Please refer to the Bank’s Procurement Regulations for Borrowers and Sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders’ innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer works that exceeds the specified minimum sustainable procurement requirements.*

*Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower’s country or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.*

*Sample Specifications are set out in the Guidance Note found at* <http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#SPD>*. These notes for preparing specifications and the Sample Specifications are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final documents.*

***Section VII of the bidding document should include as a minimum the following parts***

***Design and Management Services:***

*This section describes the specific Design and Management Services that are required overall and in each of the specific phases. The services include: (i) general management, (ii) design activities, (iii) GIS services, (iv) data management.*

***Phase I DMA Establishment****:*

*This section describes activities required to establish District Metered Areas (DMAs) within the Service Area designated by the Employer.*

***Phase II A Activities****:*

*This section describes the activities to be carriedout to reduce water losses in an initial batch of DMAs.*

***Phase II B Activities****:*

*This section describes the activities to be carried out to reduce water losses in the remaining DMAs to achieve the required performance standard.*

***Phase III Activities****:*

*This section describes the activities to be carried out to maintain of water loss at the continiuing service levels.*

Service Levels

*[Specify the Preconditions, the Service Levels, and Limitation of Liability on the Contractor]*

1. Preconditions

*[state any preconditions that need to be met to attain the service levels] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. Service Levels

[*insert applicable Service levels and the mechanism for the application of penalty/liquidated damages for not meeting the minimum service levels and incentive if any for exceeding the minimum service levels for Phase II A, Phase II B and Phase III]*:

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

1. Limitation of Liability

The Contractor’s aggregate liability to pay liquidated damages/penalty for failure to attain the Service levels shall not exceed \_\_\_\_\_\_ percent ( \_\_\_ %) of the Contract price.

Environmental and requirements

*[The Employer’s team preparing the ES requirements should include a suitably qualified Environmental and Social specialist/s.*

*In preparing detailed specifications for ES requirements the Borrower should refer to and consider the applicable environmental and social standards in the ESF including the specific requirements set out in the Environmental and Social Commitment Plan (ESCP), EHSGs and other GIIP as well as SEA prevention and management obligations.*

*The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions of Contract if any).*

*The following Sub-Clauses of the Conditions of Contract make explicit reference to ES matters stated in the Specification. However, it may also be necessary for the Employer to give specific information in the Specification under other Sub-Clauses. In all cases, consistency should be ensured.]*

| **Sub-Clause/Clause No.** | **Sub-Clause/Clause** | **Remarks** |
| --- | --- | --- |
| *9.2* | *Co-operation* | *Indicate specific aspects (if any) that require contractor’s cooperation such as to conduct environmental and social assessment.* |
| *11.7* | *Health and Safety Obligations* | *Indicate if there would be a health service provider*  *Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor’s Personnel is required.*  *Indicate any additional requirements for the health and safety manual* |
| *16.2.2* | *Contractor’s equipment* | *State any specific traffic and road safety requirement.* |
| *28.2* | *Protection of the Environment* | *Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities that shall not be exceeded.* |
|  |  |  |
| *16.7* | *Security of the Service Area* | *State any additional requirements for the security arrangements (ESS4 of the ESF states the principles of porportionality, GIIP and applicable laws. Include any other requirement set out in the ESCP.* |
| *29* | *Archeological and Geological Findings* | *Specify other requirements if any in accordance with the ESF – ESS8* |
| *17.2.2 and 17.2.3* | *labour* | *State applicable requirements in accordance with the labour management procedure.* |
|  |  |  |
| *17.2.22* | *Traning of Contractor’s Personnel* | *As set out in the ESCP, specify, , details of any training to relevant Contractor’s Personnel to be provided by the Employer’s Personnel on environmental and social aspects*. (whom, what, when, where, how long etc.) |

Contractor’s Representative and Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]*

*Where a Project SEA risks are assessed to be high, the Employer shall include a gender- based violence expert, with relevant experience in addressing* sexual exploitation and assault*, in the Key Personnel]*

**Contractor’s Representative and** **Key Personnel**

| **Item No.** | **Position/specialization** | **Relevant academic qualifications** | **Minimum years of relevant work experience** |
| --- | --- | --- | --- |
|  | Contractor’s Representative |  |  |
| 1 | Leakage Manager/Team Leader | Technical University degree, for example Water and Sanitary Engineering, Civil Engineering or Mechanical Engineering | [15] years of experience with water distribution networks  [5] years of developing country experience Project Management Experience  [5] years of experience with leakage reduction in major projects |
| 2 | DMA and Pressure Management Specialist(s) | Technical University degree, for example Water and Sanitary Engineering, Civil Engineering or Mechanical Engineering | [5] years of experience with leakage reduction projects, particularly with pressure reducing valves, controllers, data loggers and similar  [2] years developing country experience |
| 3 | Construction Manager | [ ] | [ ] |
|  | [other, where necessary – such as Leak Detection Specialist(s), Hydraulic Analyst, metering specialist…] | [ ] | [ ] |
| **Suitable experts in the following specializations** | | | |
| 3 | [*Environmental*] | e.g. degree in relevant environmental field. | e.g. [*years*] in similar work environments |
| 4 | [*Health and Safety*] |  |  |
| 5 | [*Social*] |  |  |
|  | *Gender Based Violence*  *[Where a Project SEA risks are assessed to be high, Key Personnel shall include a gender-based violence expert with relevant experience in addressing sexual exploitation, and assault cases]* |  | *[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, and assault]* |
| 6 | [*add others as appropriate*] |  |  |

Drawings

*Insert here a list of Drawings. The actual Drawings, including Service Area plans, should be attached to this section or annexed in a separate folder.*

Supplementary Information

# PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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**General Conditions of Contract**

|  |  |  |
| --- | --- | --- |
| A. General | | |
| 1. Definitions | * 1. The following words and expressions shall have the meanings hereby assigned to them:   Boldface type is used to identify defined terms.   1. **“Accepted Contract Amount”** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and Services and the remedying of any defects. 2. **“Activity Schedule”** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works and Services in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. 3. **“Baseline and Service Level Verification Protocol”** means the protocol developed by the Independent Expert in accordance with **GCC 24.3.** 4. **“Bank”** means the financing institution **named in the PCC**. 5. **“Bill of Quantities”** means the priced and completed Bill of Quantities for Phase I Activities, Phase II A Activities and Phase III Activities, forming part of the Bid. 6. **“Completion Certificate”** means a Completion Certificate for each phase of completion of a DMA, a Phase I Completion Certificate, a Phase II A Completion Certificate, a Phase II B Completion Certificate, as the case may be. 7. **“Compensation Events”** are those defined in GCC Clause 51 hereunder. 8. The **“Contract Completion Date”** is the date of completion of the Works and Services as certified by the Supervision Consultant, in accordance with GCC Sub-Clause 64.1. 9. The “**Contract”** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works and Services. It consists of the documents listed in GCC Sub-Clause 2.2 below. 10. The “**Contractor”** is the party whose Bid to carry out the Works and Services has been accepted by the Employer. 11. **“Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the Employer. 12. “**Contractor’s Personnel**” is the Contractor’s Representative and all personnel whom the Contractor utilizes on the Service Area or other places where the Works and Services are carried out, including the staff, labor and other employees of each Subcontractor. 13. **“Contract Price”** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. 14. **“Contractor’s Representative”** is a person appointed by the Contractor who is in charge of managing all activities of the Contractor under the Contract. 15. **“Days”** are calendar days; months are calendar months. 16. **“Dayworks”** are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments or associated Materials and Plant. 17. **“DMA”** means a hydraulically district metering area. 18. **“Defect”** is any part of the Works and Services not completed in accordance with the Contract. 19. **“Design and Management Services”** means services to design the program for Water Loss Reduction (WLR) within the Service Area, including diagnostics, hydraulic modelling, design of pressure zones, material analysis and assessment of WLR management system needs, organisation of material, labour and works for the efficient implementation of Works and other activities, and management of the Activities under the Contract. 20. **“Dispute Review Expert (DRE)”** is one expert selected and acting in accordance with rules and procedures defined in the Contract to seek to resolve any dispute of any kind that may arise between the Employer and the Contractor in connection with or arising out of the contract, as provided for in GCC 31. 21. **“Drawings”** means the drawings of the Works and Services, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Supervision Consultant for the execution of the Contract. 22. **“Employer”** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**. 23. **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Service Area to carry out the Works and Services. 24. **“Emergency Works”** is a set of necessary and sufficient Activities required to reinstate the distribution networks damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding and earthquakes for the DMA to meet the required Service Level. 25. **“ES”** means Environmental and Social (including Sexual Exploitation and Assault (SEA)); 26. “**Independent Expert”** means the consultant appointed by the Employer, with the no objection of the Contractor, to support execution of the Contract in accordance with the Conditions of Contract. , 27. **“In writing**” or **“written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record; 28. **“Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the Works and Services in all the DMAs for each Phase as **specified in the PCC**. The Intended Completion Date may be revised only by the Supervision Consultant by issuing an extension of time or an acceleration order. 29. **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works. 30. **“Mobilization Activities”** mean activities required for mobilization of personnel and set up of warehouse and office space; 31. **“Phase I Activities”** means the establishment of DMAs within the Service Area designated by the Employer. 32. **“Phase I Completion Certificate”** means the Completion Certficate issued by the Supervision Consultant certifying that all of the DMAs have been established in accordance with the Contract. 33. **“Phase II A”** means the period from the day following the Phase II A Start Date up to and including the date of the Phase II A Completion Certificate. 34. **“Phase II A Activities”** means works and services carried out to reduce Water Losses in an initial batch of DMAs (percentage as specified in the PCC) to meet Phase II A Service Levels. 35. **“Phase II A Start Date”** is the date on which the Supervision Consultant confirms in writing that Phase II A activities may commence. 36. **“Phase II A Completion Certificate”** means a Completion Certificate issued by the Supervision Consultant certifying that the **required Service Levels** have been achieved for all of the DMAs in Phase II A. 37. **“Phase II A Service Levels”** means the Service Levels to be specified by the Employer for each DMA in consultation with the Contractor for the Phase II A DMAs. 38. **“Phase II B Start Date”** is the date that the Supervision Consultant confirms that Phase II B Activities may commence. 39. **“Phase II B”** means the period from the day following the Phase II B Start Date until the date of a Phase II B Completion Certificate. 40. **“Phase II B Activies”** means Works and Services carried out to reduce Water Losses in the DMAs other than the DMAs in Phase II A, to meet the Continuing Service Levels. 41. **“Phase II B Completion Certificate**” means a Completion Certificate issued by the Supervision Consultant (certifying that the relevant Service Levels have been achieved for all the DMAs in Phase II B). 42. **“Phase II B DMA Completion Certificate”** means a Completion Certificate issued by the Supervision Consultant [certifying that the relevant Service Levels have been achieved for the DMA. 43. **“Phase II B Service Levels”** means the Service Levels to be specified by the Employer for each DMA for the Phase II B. 44. **“Phase III Maintenance Period”** means, in relation to a DMA, the period starting from the date of the Phase II B DMA Completion Certificate for the DMA to the last day of the number months specified **in the PCC**. 45. **“Phase III Activities”** means activities to maintain the level of Water Losses at the relevant Service Levels for the various DMAs during Phase III. 46. **“Plant”** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. 47. “**Supervision Consultant”** is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Supervision Consultant) who is responsible for supervising the execution of the Works and Services and administering the Contract. 48. **“PCC”** means Particular Conditions of Contract. 49. **“Service** **Area**” is the area **defined as such in the PCC**. 50. **“Service Area Investigation Reports”** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Service Area. 51. **“Sexual Exploitation and Assault”** “(SEA)” stands for the following:   Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.  Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.   1. **“Specification”** means the Specification of the Works and Services included in the Contract and any modification or addition made or approved by the Supervision Consultant. 2. **“Start Date”** is **indicated in the PCC**. It is the latest date when the Contractor shall commence execution of the Works and Services. It does not necessarily coincide with any of the Service Area Access Dates. 3. **“Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Service Area. 4. **“System”** means the water network in the Service Area to be updated and maintained under this Contract; 5. **“Temporary Works”** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. 6. **“Variation”** is an instruction given by the Supervision Consultant which varies the Works. 7. **“Water Losses”** means apparent and real losses in the System. 8. **“Water Loss Reduction”** means reduction of Water Losses. 9. **“Works and Services”** are what the Contract requires the Contractor to provide, **as defined in the PCC**, including the Design Services, the Phase I Activities, Phase II A Activities, the Phase II B Activities and the Phase III Activities. 10. **“Work Order”** is an order issued by the Supervision Consultant to the Contractor authorizing the execution of Emergency Works, as provided for in Clause 62 hereunder. | |
| 1. Interpretation | * 1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Supervision Consultant shall provide instructions clarifying queries about these GCC.   2. The documents forming the Contract shall be interpreted in the following order of priority:  1. Agreement, 2. Letter of Acceptance, 3. Contractor’s Bid, 4. Particular Conditions of Contract, 5. General Conditions of Contract, including Appendices, 6. Specifications, 7. Drawings, 8. Bill of Quantities, and 9. any other document **listed in the PCC** as forming part of the Contract. | |
| 1. Language and Law | * 1. The language of the Contract and the law governing the Contract are stated in the PCC.   2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s country when:  1. as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or 2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. | |
| 1. Confidential Information | * 1. The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC 4.   2. The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the System. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such Works and Services as are required for the performance of the Contract.   3. The obligation of a party under GCC sub-clauses 4.1 and 4.2 above, however, shall not apply to that information which:      1. now or hereafter enters the public domain through no fault of that party;      2. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto;      3. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality; and      4. is required in response to a request by the Bank   4. The above provisions of this GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Works and Services or any part thereof.   5. The provisions of this GCC 4 shall survive termination, for whatever reason, of the Contract. |
| 1. Supervision Consultant’s Decisions | * 1. Except where otherwise specifically stated, the Supervision Consultant shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. | |
| 1. Delegation | * 1. Unless otherwise specified in the PCC, the Supervision Consultant may delegate any of his duties and responsibilities to other people, except to the DRE and the Independent Expert, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. | |
| 1. Notices | * 1. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing to the address or contact point set out in the PCC, and shall be sent by personal delivery, airmail post, special courier, fax or E-mail to the address of the relevant party set out in the PC, with the following provisions:      1. Any notice sent by fax or E-mail shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.      2. Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.      3. Any notice delivered personally or sent by fax or E-mail shall be deemed to have been delivered on date of its dispatch.      4. Either party may change its postal, fax or E-mail address or addressee for receipt of such notices by ten (10) days’ notice to the other party in writing.   2. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.   3. The Contractor shall provide at its own cost, and maintain in operation permanently during the duration of the Contract, such communications equipment which ensures that both written (fax or E-mail) and oral (voice) communications can be established at all times:  1. between the Consultant’s Representative and his senior field staff; 2. between the Supervision Consultant and the Consultant’s Representative;   The equipment to be provided and maintained includes the equipment located at the Suprvision Consultant’s office. | |
| 1. Subcontracting | * 1. The Contractor may subcontract with the approval of the Supervision Consultant but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. | |
| 1. Cooperation | * 1. The Contractor shall cooperate and share the Service Area with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.   2. The Contractor shall also, as stated in the Specification or as instructed by the Supervision Consultant, cooperate with and allow appropriate opportunities for the Employer’s or any other personnel, notified to the Contractor by the Employer or Supervision Consultant, to conduct any environmental and social assessment. | |
| 1. Key Personnel and Equipment | * 1. The Contractor shall employ the Key Personnel identified in its Bid, to carry out the Works and Services or other personnel and equipment, in accordance with the Equipment strategy identified in its Bid, approved by the Supervision Consultant. The Supervision Consultant shall approve any proposed replacement of key personnel only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. Key Personnel are the Contractor’s personnel named in the PCC. Such approval of replacements of Key Personnel and equipment shall not be unreasonably withheld.   2. The Supervision Consultant may require the Contractor to remove (or cause to be removed) any person employed on the Service Area or the Works and Services, including the Contractor’s Representative and Key Personnel (if any), who:  1. persists in any misconduct or lack of care; 2. carries out duties incompetently or negligently; 3. fails to comply with any provision of the Contract; 4. persists in any conduct which is prejudicial to safety, health, or the protection of the environment; 5. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; 6. has been recruited from the Employer’s or Supervision Consultant’s personnel; 7. undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES).   If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.  Notwithstanding any requirement from the Supervision Consultant to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Service Area or other places where the Works and Services are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.” | |
| 1. Contractor’s Responsibilities | * 1. The Contractor shall design and carry out the Works and Services (including associated purchases and/or subcontracting) necessary to comply with the requirements established in the Specifications with due care and diligence in accordance with the Contract.   2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Works and Services required, including any data and tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Service Area and of other data readily available to it relating to the Project as of the date twenty-eight (28) days prior to Bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works and Services.   3. The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country of the Employer that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor’s Personnel and entry permits for all imported Contractor’s Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC 12.3 hereof and that are necessary for the performance of the Contract.   4. The Contractor shall comply with all laws in force in the country of the Employer and where the Works and Services are carried out. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor’s Personnel, but without prejudice to GCC 12.1 hereof.   5. Any Plant, Material and Services that will be incorporated in or be required for the Works and Services shall have their origin in any eligible source country as defined by the Bank.”   6. The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works and Services in such form and details as will clearly identify relevant time changes and costs.   7. Health and Safety   The Contractor shall:   * 1. provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;   2. actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor’s Personnel;   3. put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health.   4. Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;   5. where the Employer’s personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and   6. establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”   Within 21 days of the Start Date and before commencing any activities on the Service Area, the Contractor shall submit to the Supervision Consultant for its approval a health and safety manual which has been specifically prepared for the Works, the Service Area and other places (if any) where the Contractor intends to execute the Works.  The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.  The health and safety manual shall set out all the health and safety requirements under the Contract,   * + 1. which shall include at a minimum:  1. the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents; 2. details of the training to be provided, records to be kept; 3. the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning); 4. remedies for adverse impacts such as occupational injuries, deaths, disability and disease; 5. the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, 6. the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour; 7. the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 17.2.7; and    * 1. any other requirements stated in the Specification.    1. Stakeholder Engagement   The Contractor shall provide relevant contract- related information, as the Employer and/or Supervision Consultant may reasonably request to conduct Stakeholder engagements.  “Stakeholder” refers to individuals or groups who:   * + - 1. are affected or likely to be affected by the Contract; and       2. may have an interest in the Contract.   The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Supervision Consultant may reasonably request   * 1. Suppliers (other than Subcontractors)   11.9.1 *Forced Labor*: The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 17.2.15. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  11.9.2. *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in Sub-Clause 17.2.16. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  11.9.3 *Serious Safey Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clause 11.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to introduce procedures and mitigation measures to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  11.9.4 *Obtaining natural resource materials in relation to supplier:* The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.  If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats. | |
| 1. Employer’s Responsibilities | * 1. The Employer shall apply due diligence to ensure the accuracy of all information and/or data to be supplied to the Contractor as described in the Specifications, except when otherwise expressly stated in the Contract.   2. The Employer shall be responsible for providing access to the Service Area, and for providing legal and physical possession of and access to all areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the corresponding Specifications. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified **in the PCC**. If access to a part of the Service Area is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.   3. The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Service Area is located, when such authorities or undertakings require the Employer to obtain them in the Employer’s name, are necessary for the execution of the Contract, and are specified in the corresponding Specifications.   4. If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the Contractor’s Personnel, as the case may be, to obtain.   5. The Employer shall be responsible for the continued operation of the System after taking it over, and shall be responsible for facilitating the tests for the System, in accordance with GCC 41.   6. The Employer shall be responsible for providing water to the Service Area as reasonably required by the Contractor to enable the Contractor to discharge its responsibilities under the Contract.   7. All costs and expenses involved in the performance of the obligations under this GCC 12 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of tests, in accordance with GCC 41. | |
| 1. Employer’s Risks | * 1. From the Start Date until the Contract Completion Date, the following are Employer’s risks insofar as they directly affect the execution of the Works and Services included in this Contract:  1. war, hostilities (whether war be declared or not), invasion, act of foreign enemies; 2. rebellion, revolution, insurrection, military or usurped power, or civil war; 3. ionising radiations, contamination by radioactivity from any nuclear fuel, or any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; 4. riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works and Services; 5. loss or damage due to the use or occupation by the Employer of any unfinished Section or part of the Works, except as may be provided for in the Contract; 6. any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions; 7. failure to provide water to the Service Area. | |
| 1. Contractor’s Risks | * 1. The Employer carries the risks which this Contract states are Employer’s risks, and the remaining risks are the Contractor’s risks. | |
| 1. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification | * 1. Subject to GCC 15.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, in respect of the death or injury of any person or loss of or damage to any property arising in connection with the execution and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.   2. If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC 15.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.   If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.  The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.   * 1. The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Works not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC 20, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.   2. The party entitled to the benefit of an indemnity under this GCC 15 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party’s liabilities shall be correspondingly reduced. |
| 1. Execution of Works | * 1. Setting Out/Supervision/Labor      + 1. Bench Mark. The Contractor shall be responsible for the true and proper setting-out of the Works in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.        2. If, at any time during the progress of execution of the Works, any error shall appear in the position, level or alignment of the Works, the Contractor shall forthwith notify the Supervision Consultant of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Supervision Consultant. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.        3. Contractor’s Supervision. The Contractor shall give or provide all necessary supervision during the execution of the Works, and the Contractor’s Representative shall be on the Service Area to provide full-time supervision of the execution. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.   2. Contractor’s Equipment      + 1. Contractor’s Equipment brought by the Contractor onto the Service Area shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Service Area without informing the Supervision Consultant.        2. The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of Contractor’s Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.        3. Unless otherwise specified in the Contract, upon completion of the Works and Services, the Contractor shall remove from the Service Area all Equipment brought by the Contractor onto the Service Area and any surplus materials remaining thereon.        4. The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor’s Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.   3. Service Area Regulations and Safety      + 1. The Employer and the Contractor shall establish regulations setting out the rules to be observed in the execution of the Contract at the Service Area and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Supervision Consultant, proposed Servie Area regulations for the Employer’s approval, which approval shall not be unreasonably withheld.   Such regulations shall include as applicable, but shall not be limited to the Code of Conduct for the Contractor’s Personnel, rules in respect of security complying with Sub-Clause 16.7, safety, traffic control, accident response, gate control, sanitation, medical care, and fire prevention.   * + - 1. The Contractor shall have a Code of Conduct for the Contractor’s Personnel   The Contractor shall ensure that each Contractor’s Personnel is provided a copy of the Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person’s signature acknowledging receipt of the same.  The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Service Area and any other place where the Works will be carried out, as well as in areas outside the Service Area accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s personnel, Supervision Consultant’s personnel and the local community.   * 1. Access to Service Area for Other Contractors   The Contractor shall, upon written request from the Employer or the Supervision Consultant, give Service Area access to other contractors employed by the Employer on or near the Service Area where the Contractor is executing the Works and Services.   * 1. Service Area Clearance      + 1. Service Area Clearance in Course of Execution. In the course of carrying out the Contract, the Contractor shall keep the Service Area reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Service Area, and remove any Contractor’s Equipment no longer required for execution of the Contract.        2. Clearance of Service Area after Completion: After Completion of all parts of the Works and Services, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Service Area, and shall leave the Service Area clean and safe.   2. The Contractor shall provide and maintain at its own expense all lighting and fencing, when and where necessary for the proper execution and the protection of the Works and Services, for the protection of his own installations and his equipment, for the safety of the owners and occupiers of adjacent property and for the safety of the public.   3. Security of the Service Area   The Contractor shall be responsible for the security of the Service Area, and for keeping unauthorized persons off the Service area.  Authorized persons shall be limited to the Contractor’s Personnel, Employer’s personnel, Supervision Consultant’s personnel and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Service Area), by a Notice from the Employer or the Supervision Consultant to the Contractor.  The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor’s Personnel, Employer’s personnel, Supervision Consultant’s personnel and affected communities; and (iii) require the security personnel to act within the applicable laws and any requirements set out in the Specification.  The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.  In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.” |
| 1. Staff and Labor | * 1. The Contractor shall employ the Key Personnel named in the Contractor’s Bid, to carry out the functions stated in the Specifications or other personnel approved by the Supervision Consultant. The Supervision Consultant will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Contractor’s Bid.   2. Labour      + 1. *Engagement of Staff and Labor*. The Contractor shall provide and employ on the Service Area for the execution of the Works and Services such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.   The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor’s Personnel as set forth in Sub-Clause 16.3.2. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.   * + - 1. *Conditions of Labor*. The Contractor shall inform the Contractor’s Personnel about:  1. any deduction to their payment and the conditions of such deductions in accordance with the applicable **l**aws or as stated in the Specification; and 2. their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the **l**aws of the Country for the time being in force.   The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.  Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.   * + - 1. Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labor, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.       2. The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Service Area into the country where the Service Area is located.       3. The Contractor shall at its own expense provide the means of repatriation to and the the Contarctor’s Personnel employed on the Contract at the Service Area to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.       4. The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.       5. *Facilities for Staff and Labor*. The Contractor shall provide lodging, medical assistance, alimentation and sanitary installations, that meet the requirements of the health and safety manual.for the empSuloyees living in the contractor’s base camps . If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for the Employer’s and/or Supervision Consultant’s personnel if stated in the Specification.       6. The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.       7. *Supply of Foodstuffs*. The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.       8. *Supply of Water*. The Contractor shall, having regard to local conditions, provide on the Service Area an adequate supply of drinking and other water for the use of the Contractor’s Personnel.       9. *Measures against Insect and Pest Nuisance*. The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Service Area from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.       10. *Alcholic Liquor or Drugs*. The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.       11. *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.       12. *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works and Services.       13. *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.   No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.   * + - 1. *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).   The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Supervision Consultant’s approval. The Contractor shall be subject to regular monitoring by the Supervision Consultant that includes monitoring of health, working conditions and hours of work.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or 4. transport of heavy loads; 5. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 6. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.    * + 1. *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labour at the Service Area. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Supervision Consultant.        2. *Workers’ Organizations.* In countries where the relevant labour laws recognise workers’ rights to form and to join workers’ organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers’ organisations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers’ organisations are expected to fairly represent the workers in the workforce.        3. *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor’s Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor’s Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.   Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).   * + - 1. *Contractor’s Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor’s Personnel, and where relevant the workers’ organizations stated in Sub-Clause 17.2.18, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.   The Contractor’s Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor’s Personnel.  The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.  The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.   * + - 1. *Traning of Contractor’s Personnel.* The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA, and health and safety training referred to in Sub-Clause 4.8   As stated in the Specification or as instructed by the Supervision Consultant, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s and/or Supervision Consultant’s personnel.  The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.   * 1. Unless otherwise provided in the Contract, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Service Levels and the Time for Completion, and requests the Employer’s consent thereto, the Employer shall not unreasonably withhold such consent. |
| 1. Signaling, demarcation of work zones, traffic interruptions and excavation permits | * 1. To ensure the safety of road users, including non-motorized road users and pedestrians, the Contractor is responsible to install and maintain at his cost the adequate signaling and demarcation of work sites, which in addition must comply with the applicable legislation.   2. For construction works for leak repair and service connection replacement that do not require excavation permits, the Contractor is only obliged submit the schedule of planned excavations on a regular basis (time interval to be decided by the Supervision Consultant) to the Employer.   3. For construction works that require excavation permits (for example, but not limited to, construction of DMA inflow chambers, pipeline replacement or installation) the contractor shall submit, in writing and at least fifteen (15) days before the beginning of such activities, a complete set of required documents to the Employer for the issuance of the permit.   4. All costs for excavation permits will be paid by the Employer.   5. If the execution of services and works under the contract is likely to interfere with traffic, the Contractor shall take at its cost the measures necessary to limit such interference to the strict minimum, or any danger to the workers or others.   6. The Contractor shall inform the local authorities and the local police about such activities to be carried out by it which may cause any significant interruptions or changes to the normal traffic patterns. Such information shall be made in writing and at least seven (7) days before the beginning of such activities unless it is in response to an emergency. Upon request from the Contractor, the Employer shall assist the Contractor in the coordination with the local authorities and the local police. |
| 1. Water Supply Interruptions | * 1. The Contractor shall make all efforts to minimize the number of water supply interruptions in general and the number of cut-off customers per supply interruption in particular.   2. The Contractor shall take all necessary steps to inform affected customers according to the local legal requirements and practice. The Contractor shall bear the cost of all these activities, including announcements in the local press and other means of communications.   3. The Contractor shall inform the Employer of all water supply interruptions and closely co-ordinate with the Employer's operations staff. |
| 1. Insurance | * 1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the Contract Completion Date, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:  1. loss of or damage to the Works, Plant, and Materials; 2. loss of or damage to Equipment; 3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and 4. personal injury or death.    1. Policies and certificates for insurance shall be delivered by the Contractor to the Supervision Consultant for the Supervision Consultant’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.    2. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.    3. Alterations to the terms of an insurance shall not be made without the approval of the Supervision Consultant.    4. Both parties shall comply with any conditions of the insurance policies. | |
| 1. Service Area Data | * 1. The Contractor shall be deemed to have examined any Service Area Data **referred to in the PCC**, supplemented by any information available to the Contractor. | |
| 1. Scope of Works and Services | * 1. Unless otherwise expressly limited in the Specifications, the Contractor’s obligations cover the design, the carrying out of all Works and the performance of all Services required for creating and bringing the DMAs up to the relevant Service Levels and maintaining those levels, while at the same time respecting the plans, procedures, specifications, drawings, codes and any other documents as identified in the Specifications. | |
| 1. Phases to Be Completed by the Intended Completion Date | * 1. The Contractor shall commence execution of the Works and Services within two months of the Start Date. The Contractor shall complete Phase I Activities for all DMAs, Phase II A and Phase II B Activities for all DMAs in accordance with the Intended Completion Dates specified in the PCC. In the case of Phase II B, the Intended Completion Date may be modified as agreed by the Parties in accordance with GCC 25, or within such extended time to which the Contractor shall be entitled under GC Clause 35 hereof. | |
| 1. Independent Expert/ Baseline and Phase II Activities | * 1. In accordance with its terms of reference, the Independent Expert shall provide support to the Contractor and the Employer (and the Supervision Consultant acting on behalf of the Employer) in execution of the Contract and shall provide advice in an objective and timely manner and in accordance with good international engineering practice for water supply, and where, applicable, make objective decisions. The Independent Expert represents neither the Contractor nor the Employer.   2. The Contractor shall give the Independent Expert access to the Service Area on reasonable notice, and access to the Contractor’s Representative, and other Contractor’s Personnel as appropriate in order to carry out its obligations under its terms of reference.   3. The Independent Expert shall prepare and submit a draft Baseline and Results Verification Protocol for the Service Levels within [2] months of the start date of its engagement to the Supervision Consultant and the Contractor for comment. Each of the Supervision Consultant and the Contractor shall provide comments within [10] days of receipt of the draft. In the event that a party does not submit comments within the specified period, it is assumed that that party does not have any comments. The Independent Expert shall prepare a revised Baseline and Results Verification Protocol, taking comments received into account, within [7] days of the deadline for receipt of comments. The Baseline and Results Verification Protocol shall be binding on the parties. Any delay in submission of the draft or final protocol by the Independent Expert which results in a delay to the completion by the Contractor of a Phase shall be a cause for extension of the time for completion for such Phase.   4. At the end of the Phase I Activities for the Phase II A DMAs, the Contractor will submit to the Supervision Consultant and the Independent Expert the draft baseline report (based on the Baseline and Results Verification Protocol) for Phase II A Service Levels, taking into account existing performance against the specified parameters in each DMA. The Supervision Consultant will review and determine the baseline and the Phase II A Service Levels, taking into account comments of the Independent Expert (Agreed Baseline).   5. For each Phase of Works and Services the Independent Expert shall review the draft Program submitted by the Contractor for Phase II A and Phase II B and provide comments thereon. The Independent Expert shall also review progress in each DMA against the Service Levels for Phase II and provide written advice to the Contractor and the Supervision Consultant on recommended interventions and cost/ benefit analysis on the different interventions used and results thereof. The advice is not binding on the Contractor but may be taken into account by the Parties in determining the Phase II B Service Levels and the Phase II B Fee.   6. During Phase II A, the Independent Expert shall provide comments on progress of the Phase II A Activities against the Approved Baseline, based on the periodic reports submitted by the Contractor together with site visits and meetings with the Contractor’s Representative. To the extent that the Independent Expert considers that progress is not in-line with initial expectations and recommends modifications to any of the Service Levels, it will notify each of the Parties in writing of its recommendations. | |
| 1. Phase II B Service Levels and Phase II B Fee | * 1. Six weeks prior to the scheduled date for completion of all of the DMAs of Phase II A, the Contractor and the Supervision Consultant shall discuss with the Independent Expert the scope of work for Phase II B, the Phase II B Service Levels and intended time for completion of Phase II B, taking into account progress and results from the Phase II A Activities. Within [7] days of the meeting, the Independent Expert will submit a written recommendation on the scope of the Phase II B Activities, the Phase II B Service Levels and the intended time for completion of Phase II B. The Parties should submit comments on these recommendations within [7] days of receipt and the Independent expert will then provide a final recommendation to the Supervision Consultant. The Supervision Consultant will then issue a notice to the Contractor setting out the scope of Phase II B Activities, the Phase II B Service Levels and the intended time for completion, taking into account the final recommendation of the Independent Expert.   2. The Contractor shall propose within [10] days of receipt of the notice referred to in GCC 25.1 a detailed scope of activities for Phase II B and a lumpsum for the Phase II B Activities (Phase II B Fee) to achieve the Phase II B Service Levels, indicating the level of effort in terms of works and services required. The lumpsum shall be based on the unit prices set out in the Bill of Quantities. The Independent Expert will provide within [7] days of the Contractor’s submission a written opinion to each of the Parties as to whether the proposal of the Contractor is reasonable, and if not, provide detailed comments on areas where it does not consider the proposal reasonable. The Contractor and the Employer will then use reasonable endeavors and good faith to agree the Phase II B Fee. The negotiations between the Contractor and the Employer shall be in the presence of a probity assurance provider, to be appointed by the Employer. If the Contractor and the Employer do not reach an agreement on Phase II B, the Independent Expert shall make a determination. Once the lumpsum Phase II B Fee is determined in accordance with this GCC the parties will enter into an addendum recording (i) the Phase II B Service Levels, (ii) the time line for completion and (iii) the Phase II B Fee.   3. In the event that either party does not agree with the determination specified in GCC 25.2, the party may proceed to dispute resolution in accordance with GCC 31. The Employer has the right in this circumstance to require the Contractor to proceed with Phase II B Activities on an admeasure basis using the Bill of Quantities and the Phase II B Service Levels determined under GCC 25 until such time as the parties agree the Phase II B Fee or it is resolved under the dispute resolution, whichever is the earlier. Once the Phase II B Fee is determined then any fees charged and paid for on an admeasure basis under this GCC 25.3 will be off set against the Phase II B Fee. The Independent Expert will support the Employer and Contractor to reach agreement on these. | | |
| 1. Design Responsibility | * 1. The Contractor shall be responsible for the design and programming of the Works and Services for each Phase, and for the accuracy and completeness of the information used for that design and programming in accordance with the requirements established in the Specifications.      + 1. The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract and the Specifications, or where not so specified, in accordance with good engineering practice.        2. The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Supervision Consultant or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.        3. The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof, provided or designated by, or on behalf of, the Employer, by giving a notice of such disclaimer to the Supervision Consultant.   2. Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of Bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GCC 46.   3. The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Supervision Consultant the documents listed in the Specifications (List of Documents for Approval or Review) for its approval or review.      + 1. Unless otherwise specified in the PCC, the Contractor shall not be required to submit for the Employer’s or Supervision Consultant’s approval the Design Services or other technical documents concerning the Phase III Activities remunerated through monthly lump-sum payments.        2. Any part of the Works and Services covered by or related to the documents to be approved by the Supervision Consultant shall be executed only after the Supervision Conusltant’s approval thereof.        3. GCC 26.3.2 to 26.3.7 shall apply only to those documents requiring the Supervision Consultant’s approval, but not to those furnished to the Supervision Consultant for his information or review only.        4. Within fourteen (14) days after receipt by the Supervision Consultant of any document requiring the Supervision Consultant’s approval in accordance with GCC 26.3, the Supervision Consultant shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefore and the modifications that the Supervision Consultant proposes. If the Supervision Consultant fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Supervision Consultant.        5. The Supervision Consultant shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.        6. If the Supervision Consultant disapproves the document, the Contractor shall modify the document and resubmit it for the Supervision Consultant’s approval in accordance with GCC 26.3.2. If the Supervision Consultant approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.   If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Supervision Consultant of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to the DRE for determination in accordance with GCC 32.1. If such dispute or difference is referred to the DRE, the Supervision Consultant shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Supervision Consultant’s instructions, provided that if the DRE upholds the Contractor’s view on the dispute and if the Employer has not given notice under GCC 31.1.5, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the DRE shall decide, and the Time for Completion shall be extended accordingly.   * + - 1. The Supervision Consultant’s approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Supervision Consultant.       2. The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Supervision Consultantan amended document and obtained the Supervision Consultant’s approval thereof, pursuant to the provisions of this GCC 26.3.   1. If the Supervision Consultant requests any change in any already approved document and/or in any document based thereon, the provisions of GCC 26.2 shall apply to such request. | | | |
| 1. Safety and Protection of the Environment | * 1. The Contractor shall be responsible for the safety of all activities on the Service Area.   2. The Contractor shall take all necessary measures to:      1. protect the environment (both on and off the Service Area); and      2. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.   The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.  In the event of damage to the environment, property and/or nuisance to people, on or off Service Area as a result of the Contractor’s operations, the Contractor shall agree with the Supervision Consultant the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Supervision Consultant.   * 1. The Contractor shall not carry out mobilization to the Service Area unless the Supervision Consultant gives approval, an approval that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.   The Contractor shall submit, to the Supervision Consultant for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Supervision Consultant for its approval. | |
| 1. Archaeological and Geological Findings | * 1. All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Service Area shall be placed under the care and custody of the Employer. The Contractor shall:  1. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings; 2. train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and 3. implement any other action consistent with the requirements of the Specification and relevant laws.   The Contractor shall, as soon as practicable after discovery of any such finding, notify the Supervision Consultant of such discoveries and carry out the Supervision Consultant’s instructions for dealing with them. | |
| 1. Access to the Service Area | * 1. The Contractor shall allow the Supervision Consultant and any person authorized by the Supervision Consultant (including the Bank staff or consultants acting on the Bank’s behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Service Area and to any place where work in connection with the Contract is being carried out or is intended to be carried out. | |
| 1. Instructions, Inspections and Audits | * 1. The Contractor shall carry out all instructions of the Supervision Consultant which comply with the applicable laws where the Service Area is located. | |
|  | * 1. The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works and Services in such form and details as will clearly identify relevant time changes and costs. | |
|  | * 1. Inspections &Audit by the Bank   Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 33.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). | |
| 1. Procedure for Disputes | * 1. Dispute Review Expert      + 1. If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works and Services—whether during the progress of the execution or after completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the matter in dispute shall, in the first place, be referred in writing by either party to the Disputes Review Expert (‘DRE’), with a copy to the other party.        2. The DRE shall take up his functions after having signed a DRE’s Agreement which incorporates the General Conditions for Dispute Review Expert attached as Appendix C to the General Conditions of Contract. The DRE shall be a person experienced with the type of works and services involved in the Contract and with the interpretation of contractual documents and shall be selected by agreement between the Employer and the Contractor. If the DRE is not selected within 28 days of the date of the Letter of Acceptance, then upon the request of either or both parties, the DRE shall be selected as soon as practicable by the Appointing Authority specified in the PC.        3. In the event of death, disability, or resignation of the DRE, the latter shall be replaced by agreement between the Employer and the Contractor. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the need for a replacement, failing which the replacement shall be made by the same Appointing Authority as above.        4. Either the Employer or the Contractor may refer a dispute to the DRE in accordance with the provisions of the DRE’s Procedures, attached to the Contract. The Recommendation of the DRE shall be binding on both parties, who shall promptly give effect to it unless and until the same shall be revised, as hereinafter provided, in an arbitral award. Unless the Contract has already been repudiated or terminated, the Contractor shall continue to proceed with the Works and Services in accordance with the Contract.        5. If either the Employer or the Contractor is dissatisfied with any Recommendation of the DRE, or if the DRE fails to issue his Recommendation within 56 days after he has received the written Request for Recommendation, then either the Employer or the Contractor may, within 14 days after his receipt of the Recommendation, or within 14 days after the expiry of the said 56-day period, as the case may be, give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 31.3, no arbitration in respect thereof may be commenced unless such notice is given.        6. If the DRE has issued a Recommendation to the Employer and the Contractor within the said 56 days and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor within 14 days after the parties received such Recommendation from the DRE, the Recommendation shall become final and binding upon the Employer and the Contractor.        7. Whether or not it has become final and binding upon the Employer and the Contractor, a Recommendation shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the Recommendation relates.        8. All Recommendations that have become final and binding shall be implemented by the parties forthwith.   2. Arbitration      + 1. If either the Employer or the Contractor is dissatisfied with the DRE’s decision, then either the Employer or the Contractor may, in accordance with Sub-Clause 31.1.5, give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The arbitral tribunal shall have full power to open up, review, and revise any decision, opinion, instruction, determination, certificate, and any Recommendation(s) of the DRE.        2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 31.2.1, shall be finally settled by arbitration. Neither party shall be limited in the proceedings before such arbitration tribunal to the evidence or arguments put before the DRE for the purpose of obtaining his Recommendation(s) pursuant to Sub-Clause 31.2.1. No Recommendation shall disqualify the DRE from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute Arbitration may be commenced prior to or after completion of the Works and Services.        3. Arbitration shall be conducted as follows:  1. if the contract is with foreign contractors, unless otherwise specified in the PCC, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the PCC, and the arbitration shall be conducted in the ruling language defined in Sub-Clause 3.1 [Law and Language]. 2. If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”    * + 1. Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 31.1.5 and the related Recommendation has become final and binding, either party may, if the other party fails to comply with such Recommendation and without prejudice to any other right it may have, refer the failure to arbitration in accordance with Sub-Clause 31.2. The provisions of Sub-Clause 31.1 shall not apply to any such reference.    1. Notwithstanding any reference to the DRE or Arbitration herein:       * 1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;         2. the Employer shall pay the Contractor any monies due the Contractor. | |
| 1. Appointment of the Independent Expert | * 1. The Employer shall provide a shortlist of three individual consultantsto the Contractor for no-objection. The Contractor shall either provide its no objection to the short list or provide its objection, giving its reasons, to any of the short listed Consultants and Submit alternative nominations, if any, to the Employer within 15 (fifteen) days of receiving the aforesaid short list. Upon receipt of such comments and/ or alternative nominations, if any, the Employer shall, after considering all relevant factors, finalise the selection of the Independent Expert and inform the Contarctor. If the Contractor does not agree on the selection of the Indepenedent Expert, the Expert shall be appointed by the Authority Specified in the PCC.   2. The Independent Expert shall be appointed at the time of the Employer’s issuance of the Letter of Acceptance.   3. Should the Independent Expert resign or die or should the Employer and the Contractor agree that the Independent Expert is not functioning in accordance with the provisions of the Contract, a new Independent Expert shall be jointly appointed by the Employer and the Contractor in accordance with this GCC 32.   4. The Employer shall make the payments due to the Independent Expert in full within 28 days after receiving each invoice. The Employer shall then deduct 50% of the payments made to the Independent Expert from the next payment due to the Contractor. | |
| 1. Fraud and Corruption | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix A to the GCC.   2. The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. | |
| B. Time Control | | |
| 1. Program and Progress Report | * 1. The Contractor shall submit a program in the format specified in the PCC (if not stated a format acceptable to the Supervision Consultant) showing the general methods, arrangements, order, and timing for all the activities in each Phase to the Supervision Consultant and the Independent Consultant as follows:      1. For Phase I Activities, within the time stated in the PCC;      2. For Phase II A, within the time stated in the PCC after the Phase II A Start date; and      3. For Phase II B, within the time stated in the PCC after the Phase II B Start date.   In the case of lump-sum portions of the Contract, the activities in the Program shall be consistent with those in the Activity Schedule.   * 1. The Contractor shall monitor progress of the activities for a Phase and submit to the Supervision Consultant and Independent Expert progress report and any updated Program for each Phase showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC.** Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B. If the Contractor does not submit a progress report and updated Program within this period, the Supervision Consultant may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue progress report and Program has been submitted. In the case of lump-sum Phases of the Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Supervision Consultant.   In addition to the progress report, the Contractor shall inform the Supervision Consultant immediately of any allegation, incident or accident in the Service Area, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s personnel, Supervision Consultant’s personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA. In case of SEA, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, or sexual assault), gender and age of the person who experienced the alleged incident should be included in the information.  The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Supervision Consultant of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s personnel, Supervision Consultant’s personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Supervision Consultant within the timeframe agreed with the Supervision Consultant.  The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.   * 1. The Supervision Consultant’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Supervision Consultant again at any time. A revised Program shall show the effect of Variations and Compensation Events.   2. The Contractor shall send all Programs and updates to the Independent Expert for information and, where relevant, comment. | |
| 1. Extension of the Intended Completion Date | * 1. The Supervision Consultant shall extend the Intended Completion Date for a Phase if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.   2. The Supervision Consultant shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Supervision Consultant for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. | |
| 1. Acceleration | * 1. When the Employer wants the Contractor to finish any Phase before the Intended Completion Date, the Supervision Consultant shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.   2. If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation. | |
| 1. Delays Ordered by the Supervision Consultant | * 1. The Employer may request the Supervision Consultant, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Service Area and Works) until ordered in writing to resume such performance by the Supervision Consultant.If the Contractor’s performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC 37.1, then the Time for Completion shall be extended in accordance with GCC 35, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor’s default or breach of the Contract. | |
| 1. Management Meetings | * 1. Either the Supervision Consultant or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.   2. The Supervision Consultant shall record the business of management meetings and provide copies of the record to those attending the meeting, the Independent Expert and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Supervision Consultant either at the management meeting or after the management meeting and stated in writing to all who attended the meeting. | |
| 1. Early Warning | * 1. The Contractor shall warn the Supervision Consultant at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Supervision Consultant may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible, with copies to be provided to the Independent Expert.   2. The Contractor shall cooperate with the Supervision Consultant in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Supervision Consultant. | |
| C. Quality Control | | |
| 1. Identifying Defects | * 1. The Supervision Consultant shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Supervision Consultant may instruct the Contractor to search for a Defect and to uncover and test any work that the Supervision Consultant considers may have a Defect. | |
| 1. Test and Inspection | * 1. The Contractor shall at its own expense carry out in the Service Area all such tests and/or inspections as are specified in the Specifications, and in accordance with the procedures described in the Specifications.   2. The Employer, the Independent Expert and the Supervision Consultant or their designated representatives shall be entitled to attend the aforesaid test and/or inspection.   3. For tests to be carried out on the initiative of the Contractor, whenever the Contractor is ready to carry out any such test and/or inspection, he shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Supervision Consultant. The Contractor shall provide the Supervision Consultant with a signed report of the results of any such test and/or inspection, with copies to be provided to the Independent Expert.   4. If the Employer or Supervision Consultant (or their designated representatives) fails to attend a scheduled test and/or inspection, or if it is agreed between the parties that such persons shall not attend, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Supervision Consultant with a signed report of the results thereof, with copies to be provided to the Independent Expert .   5. The Supervision Consultant may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of the works and/or the Contractor’s performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.   6. If Phase I Activities, Phase II A Activities, Phase II B Activities, Phase III Activities or Emergency Works fail to pass any test and/or inspection, the Contractor shall either rectify or replace such works and shall repeat the test and/or inspection upon giving a notice under GCC 41.3.   7. If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Works and Services, or part of them, that cannot be settled between the parties within a reasonable period of time and in consultation with the Independent Expert, it may be referred to the DRE for determination in accordance with GCC 31.   8. The Contractor agrees that neither the execution of a test and/or inspection of the Works and Services or any part of them, nor the attendance by the Employer or the Supervision Consultant, nor the issue of any test report pursuant to GCC 41.3, shall release the Contractor from any other responsibilities under the Contract.   9. No part of the Works shall be covered up on the Service Area without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Supervision Consultant whenever any such part of the Works are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.   10. The Contractor shall uncover any part of the Works, or shall make openings in or through the same as the Supervision Consultant may from time to time require at the Service Area, and shall reinstate and make good such part or part.   11. If any parts of the works have been covered up at the Service Area after compliance with the requirement of GCC 41.9 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract. | |
| 1. Correction of Defects | * 1. The Supervision Consultant shall give notice to the Contractor, with copies to be provided to the Independent Expert, of any Defects before the Contract Completion Date.   2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Supervision Consultant’s notice. | |
| 1. Uncorrected Defects | * 1. If the Contractor has not corrected a Defect within the time specified in the Supervision Consultant’s notice, the Supervision Consultant shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. | |
| D. Cost Control | | |
| 1. Contract Price | * 1. The Contract Price for Phases I, II A, III and Design and Management Services **shall be as set out in the PCC**.   The price for the Design and Management Services shall be a lumpsum amount.  The Bill of Quantities shall contain priced items for the Phase I, Phase II A Activities, Phase II B Activities and Phase III Activities to be performed by the Contractor.  The Bill of Quantities is used to calculate the Contract Price for Phases I, Phase II A, Phase III and initially, also for establishing the unit rates for the Phase II B lump sum. Following negotiations and agreement on the lump sum amount for Performance-Based Contracting in Phase II B, according to GCC 23, the Contract Price for Phase II B will be adjusted in line with the agreement (as recorded in an addendum).   * 1. The Contract Price for Phase II B Activities (Phase II B Fee) shall be a lump sum for each DMA (or batch of DMAs) achieving the Phase II B Service Levels and shall be subject to deductions in accordance with GCC 49. | |
| 1. Changes in the Contract Price | * 1. If the final quantity of Phase I and/ or II A Activities and/or Phase III Activities differs from the quantity in the Bill of Quantities for the particular item by more than [25 percent], [provided the change exceeds 1 percent of the Initial Contract Price], the Supervision Consultant shall adjust the rate to allow for the change. [The Supervision Consultant shall not adjust rates from changes in quantities if thereby the Accepted Contract Amount is exceeded by more than 15 percent, except with the prior approval of the Employer.]   2. If requested by the Supervision Consultant, the Contractor shall provide the Supervision Consultant with a detailed cost breakdown of any rate in the Bill of Quantities. | |
| 1. Variations | * 1. All Variations shall be included in updated Programs produced by the Contractor and shall be copied to the Independent Expert.   2. The Contractor shall provide the Supervision Consultant with a quotation, copied to the Independent Expert, for carrying out the Variation when requested to do so by the Supervision Consultant. The Supervision Consultant shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Supervision Consultant and before the Variation is ordered. The Contractor shall also provide information of any ES risks and impacts of the Variation.   3. If the Contractor’s quotation is unreasonable in the opinion of the Supervision Consultant, the Supervision Consultant may order the Variation and make a change to the Contract Price, which shall be based on the Supervision Consultant’s own forecast of the effects of the Variation on the Contractor’s costs.   4. If the Supervision Consultant decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.   5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.   6. If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Supervision Consultant, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.   7. Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;      1. the proposed change(s), and a description of the difference to the existing contract requirements;      2. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;      3. a description of any effect(s) of the change on performance/functionality; and      4. a description of the proposed work to be performed, a programme for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.   The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:   * + 1. accelerates the contract completion period; or     2. reduces the Contract Price or the life cycle costs to the Employer; or     3. improves the quality, efficiency, safety or sustainability of the Facilities; or     4. yields any other benefits to the Employer,   without compromising the functionality of the Works and Services.  If the value engineering proposal is approved by the Employer and results in:   * + 1. a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or     2. an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price. | |
| 1. Cash Flow Forecasts | * 1. When the Program, is updated, the Contractor shall provide the Supervision Consultant with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates. | |
| 1. Payment Certificates | * 1. For the Phase I and Phase II Activities, the Contractor shall submit to the Supervision Consultant monthly statements of the estimated value of the work and services executed less the cumulative amount certified previously with copies to be provided to the Independent Expert.   2. The Supervision Consultant shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.   3. For Phase III Maintenance Activities, the Contractor shall submit to the Supervision Consultant [quarterly] statements of the estimated value of the work and services in that period and the Supervision Consultant shall check the Contractor’s quarterly statement and the performance against the Service Levels and any adjustments to be made to the Maintenance fee and shall certify the amount to be paid to the Contractor.   4. For Design and Management Services, the Contractor shall be paid the lump sum fees divided into equal quarterly amounts throughout the Contract subject to any adjustment stated in the Specifications.   5. For Phase II B fees, the lump sum shall be paid against milestones to be determined at the time of establishing the fee and shall be subject to performance adjustments as provided in the Contract. The Supervision Consultant shall specify the amount to be paid, taking into account any adjustments to be made for performance.   6. The value of services executed for Works and Services performed on an admeasurement basis shall be certified by the Supervision Consultant taking into account the monthly amount included in the Bill of Quantities/ lump sum for the relevant Activities and the achievement of the relevant Service Levels adjusted for any payment reductions in accordance with GCC 49.   7. The value of works and services executed for Phase I and Phase II A Activities shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.   8. The value of works and services executed shall include the valuation of Variations and Compensation Events.   9. The Supervision Consultant may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.   10. If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Supervision Consultant, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Supervision Consultant, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:       + 1. failure to comply with any ESobligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;         2. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;failure to implement the C-ESMP e.g. failure to provide required training or sensitization;         3. failing to have appropriate consents/permits prior to undertaking Works or related activities;         4. pursuant to Sub-Clause 34.2, failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;         5. failure to implement remediation as instructed by the Supervision Consultant within the specified timeframe (e.g. remediation addressing non-compliance/s. | |
| 1. Deductions for failure to achieve Service Levels | * 1. The Contractor shall carry out Works and Services to meet the Service Levels set out in the Specifications.   2. Payments will be made with deductions if the Service Levels are not achieved, as defined in the Specifications. The deductions for non-compliance with the Service Levels will be applied on a daily basis for the period that the improved DMAs do not achieve the Service Levels, in accordance with the methodology specified in the Specifications. | |
| 1. Payments | * 1. Payments shall be adjusted for deductions for advance payments, retentions and for not achieving the Service Levels.   2. The Employer shall pay the Contractor the amounts certified by the Supervision Consultant within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.   3. If an amount certified is increased in a later certificate or as a result of an award by the Dispute Review Expert or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.   4. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.   5. Items of the Works and Services for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. | |
| 1. Compensation Events | * 1. The following shall be Compensation Events:  1. The Employer does not give access to a part of the Service Area by the Service Area Access Date pursuant to GCC 12.2. 2. The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. 3. The Supervision Consultant orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works and Services on time. 4. The Supervision Consultant instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. 5. The Supervision Consultant unreasonably does not approve a subcontract to be let. 6. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Service Area Investigation Reports), from information available publicly and from a visual inspection of the Service Area. 7. The Supervision Consultant gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. 8. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. 9. The advance payment is delayed. 10. The effects on the Contractor of any of the Employer’s Risks. 11. The Supervision Consultant unreasonably delays issuing a Certificate of Completion for a Phase.     1. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date for a Phase, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Supervision Consultant shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.     2. As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Supervision Consultant, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Supervision Consultant shall adjust the Contract Price based on the Supervision Consultant’s own forecast. The Supervision Consultant shall assume that the Contractor shall react competently and promptly to the event.     3. The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Supervision Consultant. | |
| 1. Tax | * 1. The Supervision Consultant shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 54. | |
| 1. Currencies | * 1. Where payments are made in currencies other than the currency of the Employer’s country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid. | |
| 1. Price Adjustment | * 1. Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:   The formulae for price adjustment shall be of the following general type:  **Pn= a + b Ln / Lo + c En/ Eo + d Mn/Mo + ........**  *where:*  “Pn” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the PCC;  “a” is a fixed coefficient, stated in the relevant Schedule of Adjustment Data, representing the non-adjustable portion in contractual payments;  “b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant Schedule of Adjustment Data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;  “Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and  “Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.  The cost indices or reference prices stated in the Schedule of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Supervision Consultant. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the Schedule).  If the currency in which the Contract price is expressed is different from the currency of the country of origin of the labour and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z0 / Z1, where,  Z0  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and  Z1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.   * 1. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs. | |
| 1. Retention | * 1. The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works and Services.   2. Upon the issue of a Phase II B Completion Certificate by the Supervision Consultant, half the total amount retained shall be repaid to the Contractor and half on the Contract Completion Date. The Contractor may substitute retention money with an “on demand” Bank guarantee. | |
| 1. Liquidated Damages for delay | * 1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date for one or more Phases listed in the PCC is later than the relevant Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.   2. If the Intended Completion Date for a Phase is extended after liquidated damages have been paid, the Supervision Consultant shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 50.2. | |
| 1. Bonus | * 1. The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. | |
| 1. Advance Payment | * 1. The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.   2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Supervision Consultant.   3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages. | |
| 1. Securities | * 1. The Performance Security, and if specified in the PCC Environmental and Social (ES) Performance Security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond. | |
| 1. Dayworks | * 1. If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Supervision Consultant has given written instructions in advance for additional work to be paid for in that way.   2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Supervision Consultant. Each completed form shall be verified and signed by the Supervision Consultant within two days of the work being done.   3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms. | |
| 1. Cost of Repairs | * 1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Contract Completion Period shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions. | |
| 1. Works Orders | * 1. Emergency Works carried out in accordance with GCC 63 shall be executed by the Contractor on the basis of Work Orders issued by the Supervision Consultant.   2. Work Orders shall be issued in writing and shall include the date on which the Work Order was issued and the signature of the Supervision Consultant. Two copies of the Work Order shall be transmitted by the Supervision Consultant to the Contractor, who shall immediately countersign one copy, including the date of acceptance, and return it to the Supervision Consultant.   3. If the Contractor has any objection to a Work Order, it shall notify the Supervision Consultant of its reasons for such objection within ten (10) days) of the date of issuing the Work Order. Within five (5) days of the Contractor’s objection, the Supervision Consultant shall cancel, modify or confirm the Work Order in writing. | |
| 1. Emergency Works | * 1. The need for execution of Emergency Works is jointly identified by the Employer and the Contractor and the starting of the execution of Emergency Works shall always require a Work Order issued by the Supervision Consultant.   2. The execution of Emergency Works may be requested by the Contractor based on losses or damages occurred as a result of natural phenomena (such as strong storms, flooding or earthquakes) with imponderable consequences, or on the possibility of damages or losses occurring, or the safety of individuals, works, services or equipment being at risk as result of the natural phenomena. In order to characterize the Emergency Works, the Contractor shall forward a technical report to the Supervision Consultant requesting the execution of Emergency Works and characterizing the situation. On the basis of the said report, and of his own judgment of the situation, the Supervision Consultant may issue a Work Order to the Contractor.   3. The Employer or even government authorities may declare an Emergency Situation on the basis of local legislation. In those cases, the Supervision Consultant may issue a Work Order for Emergency Works to the Contractor even without a request by the Contractor.   4. If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine necessary in order to prevent damage to the Works or the facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.   5. Emergency Works carried out by the Contractor under a Works Order shall apply the unit rates set out in the Bill of Quantities to the extent that activities are set out in the Bill of Quantities. | |

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| E. Finishing the Contract | | |
| 1. Contract Completion | * 1. The Contractor shall request the Supervision Consultant to issue a Certificate of Contract Completion of the Works and Services and the Supervision Consultant will do so upon deciding that the Works and Services are completed. The Contract Completion Date shall be the issuance date of the Certificate of Contract Completion.   2. 90 days prior to requesting the Supervision Consultant to issue a Certificate of Contract Completion of the Works and Services the Contractor shall request the Supervision Consultant to conduct a survey of the Service Area and agree an inventory of assets to be handed over. The Supervision Consultant and the Contractor shall then jointly conduct the survey and agree an inventory of assets to be handed over. |
| 1. Taking Over | * 1. The Employer shall take over the Service Area, the Works and Services, and such other items listed in the PCC within seven days of Completion of Phase III Maintenance Period. |
| 1. Final Account | * 1. The Contractor shall supply the Supervision Consultant with a detailed account of the total amount that the Contractor considers payable under the Contract before the Contract Completion Date. The Supervision Consultant shall certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Supervision Consultant shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Supervision Consultant shall decide on the amount payable to the Contractor and issue a payment certificate. |
| 1. Operating and Maintenance Manuals | * 1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.   2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 67.1, or they do not receive the Supervision Consultant’s approval, the Supervision Consultant shall withhold the amount stated in the PCC from payments due to the Contractor. |
| 1. Early Termination | * 1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.   2. Fundamental breaches of Contract shall include, but shall not be limited to, the following: |
|  | 1. the Contractor abandons the Works and Services or otherwise plainly demonstrates an intention not to continue performance of the Contractor’s obligations under the Contract; 2. the Supervision Consultant instructs the Contractor to suspend the progress of the Works, and the instruction is not withdrawn within 60 days; 3. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; 4. a payment certified by the Supervision Consultant is not paid by the Employer to the Contractor within 84 days of the date of the Supervision Consultant’s certificate; 5. the Supervision Consultant gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Supervision Consultant; 6. the Contractor does not maintain a Security, which is required; 7. the Contractor has delayed the completion of the Works and Services for a Phase or Phases by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or 8. if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Service Area.    1. Notwithstanding the above, the Employer may terminate the Contract for convenience. |
|  | * 1. If the Contract is terminated, the Contractor shall stop work immediately, make the Service Area safe and secure, and leave the Service Area as soon as reasonably possible. |
|  | * 1. When either party to the Contract gives notice of a breach of Contract to the Supervision Consultant for a cause other than those listed under GCC Sub-Clause 68.2 above, the Supervision Consultant shall decide whether the breach is fundamental or not. |
| 1. Payment upon Early Termination | * 1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Supervision Consultant shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.   2. If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Supervision Consultant shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s Personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. |
| 1. Property | * 1. All Materials on the Service Area, Plant, Equipment, and Works shall be deemed to be the property of the Employer if the Contract is terminated early because of the Contractor’s default or expires. |
| 1. Release from Performance | * 1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Supervision Consultant shall certify that the Contract has been frustrated. The Contractor shall make the Service Area safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made. |
| 1. Suspension of Bank Loan or Credit | * 1. In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:  1. The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank’s suspension notice. 2. If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 50.2, the Contractor may immediately issue a 14-day termination notice. |

**APPENDIX A**

**TO GENERAL CONDITIONS**

***(Text in this Appendix shall not be modified)***

**Fraud and Corruption**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[25]](#footnote-26) (ii) to be a nominated[[26]](#footnote-27) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[27]](#footnote-28) all accounts, records and other documents relating the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

**APPENDIX B**

**Environmental and Social (ES)**

**Metrics for Progress Reports**

***[Note to Employer: the following metrics may be amended to reflect the Employer’s environmental and social policies and/or the ES requirements of the project. The metrics that are required should be determined by the ES risks of the Works and not neccesarily by the scale of the Works]***

*Metrics for regular reporting:*

1. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
2. health and safety incidents, accidents, injuries that require treatment and all fatalities;
3. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
4. status of all permits and agreements:
5. work permits: number required, number received, actions taken for those not received;
6. status of permits and consents:

* *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
* *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
* *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
* *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*

1. health and safety supervision:

safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

1. worker accommodations:

i. number of expats housed in accommodations, number of locals;

ii. date of last inspection, and highlights of inspection including status of accommodations’ compliance with national and local law and good practice, including sanitation, space, etc.;

actions taken to recommend/require improved conditions, or to improve conditions.

1. Health Services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
2. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
3. training:

i. number of new workers, number receiving induction training, dates of induction training;

ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

1. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
2. number and date of SEA prevention sensitization and/or training, events including number of workers receiving training on code of conduct for Contractor’s Personnel (in the reporting period and in the past), etc.
3. environmental and social supervision:

i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

1. Grievances: list new grievances (e.g. number of allegations of SEA) received in the reporting period and number of unresolved past grievances by date received, complainant age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

i. Worker grievances;

ii. Community grievances

1. Traffic, road safety and vehicles/equipment:
2. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
3. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
4. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
5. Environmental mitigations and issues (what has been done):
6. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
7. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
8. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken this month at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
9. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
10. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;
11. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
12. details of tree plantings and other mitigations required undertaken in the reporting period;
13. details of water and swamp protection mitigations required undertaken in the reporting period.
14. compliance:
15. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
16. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
17. compliance status of SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
18. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
19. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

**APPENDIX C**

**General Conditions of Dispute Review Expert Agreement**

Definitions

Each “Dispute Review Expert Agreement” is a tripartite agreement by and between:

the “Employer”;

the “Contractor”; and

the “Dispute Review Expert (DRE)”

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the “Contract” and is defined in the Dispute review Expert Agreement, which incorporates this Appendix. In the Dispute Review Expert Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Review Expert Agreement, it shall take effect when the Employer, the Contractor and the DRE have each signed the Dispute Review Expert Agreement, or

At any time, the DRE may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Review Expert Agreement shall terminate upon the expiry of this period.

3. Warranties

The DRE warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor, the Supervision Consultant and the Independent Expert. The DRE shall promptly disclose, to each Party, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the DRE, the Employer and the Contractor relied upon the DRE’s representations that he/she:

* + 1. has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
    2. has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;
    3. has received formal training as an adjudicator from an internationally recognized organization;
    4. has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
    5. is experienced in the interpretation of contract documentation; and
    6. is fluent in the language for communications defined in the Contract.

4. General Obligations of the DRE

The DRE shall:

(a) have no interest financial or otherwise in the Employer, the Contractor, the Supervision Consultant or the Independent Expert, nor any financial interest in the Contract except for payment under the Dispute Review Expert Agreement;

(b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Supervision Consultant, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Review Expert Agreement;

(c) have disclosed in writing to the Employer and the Contractor, before entering into the Dispute Review Expert Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Supervison Consultant, and any previous involvement in the overall project of which the Contract forms part;

(d) not, for the duration of the Dispute Review Expert Agreement, be employed as a consultant or otherwise by the Employer, the Contractor, the Supervision Consultant or the Independent Expert, except as may be agreed in writing by the Employer and the Contractor);

(e) comply with the annexed procedural rules and with GCC Sub-Clause 31.1;

(f) not give advice to the Employer, the Contractor, the Employer’s Personnel or the Contractor’s Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;

(g) not while a Dispute Review Expert, enter into discussions or make any agreement with the Employer, the Contractor, the Supervision Consultant or the Independent Expert regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Review Expert Agreement;

(h) ensure his/her availability for all site visits and hearings as are necessary;

(i) become conversant with the Contract and with the progress of the Facilities (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;

(j) treat the details of the Contract and all the DRE’s activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, and the Contractor; and

(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor.

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer’s personnel and the Contractor’s Personnel shall not request advice from or consultation with the DRE regarding the Contract, otherwise than in the normal course of the DRE’s activities under the Contract and the DRE Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer’s personnel and the Contractor’s Personnel respectively.

The Employer and the Contractor undertake to each other and to the DRE that the DRE shall not, except as otherwise agreed in writing by the Employer, the Contractor and the DRE:

(a) be appointed as an arbitrator in any arbitration under the Contract;

(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or

(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the DRE’s functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the DRE harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DRE under GCC Sub-Clause 32.1, which will require the DRE to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the DRE. No account shall be taken of any other payments due or paid to the DRE.

6. Payment

The DRE shall be paid as follows, in the currency named in the Dispute Review Expert Agreement:

(a) a retainer fee per calendar month, which shall be considered as payment in full for:

(i) being available on 28 days’ notice for all site visits and hearings;

(ii) becoming and remaining conversant with all project developments and maintaining relevant files;

(iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

(iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Review Expert Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the DRE resigns or the DRE Agreement is otherwise terminated.

(b) a daily fee which shall be considered as payment in full for:

(i) each day or part of a day up to a maximum of two days’ travel time in each direction for the journey between the DRE’s home and the Service Area;

(ii) each working day on site visits, hearings or preparing decisions; and

(iii) each day spent reading submissions in preparation for a hearing.

(c) all reasonable expenses including necessary travel expenses (air fare in business class or equivalent, hotel and subsistence and other direct travel expenses) incurred in connection with the DRE’s duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;

(d) any taxes properly levied in the Country on payments made to the DRE(unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the DRE Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the DRE, at each anniversary of the date on which the DRE Agreement became effective.

If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PCC shall determine the amount of the fees to be used.

The DRE shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the DRE’s invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the DRE the amount to which he/she is entitled under the Dispute Review Expert Agreement, the Employer shall pay the amount due to the DRE and any other amount which may be required to maintain the operation of the DRE; and without prejudice to the Employer’s rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GCC Sub-Clause 50.2.

If the DRE does not receive payment of the amount due within 70 days after submitting a valid invoice, the DRE may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the DRE Agreement by giving 42 days’ notice to the DRE; or (ii) the DRE may resign as provided for in Clause 2.

If the DRE fails to comply with the DRE Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the DRE. The notice shall take effect when received by the DRE.

If the Employer or the Contractor fails to comply with the DRE Agreement, the DRE may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the DRE. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the DRE

If the DRE fails to comply with any of his obligations under Clause 4 concerning his impartiality or independence in relation to the Employer or the Contractor, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the DRE, for proceedings or decisions (if any) of the DRE which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this DRE Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

**Dispute Review Expert (DRE) Procedures**

1. Unless otherwise agreed by the Employer and the Contractor, the DRE shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DRE, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DRE, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DRE. The purpose of site visits is to enable the DRE to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor, the Supervision Consultant, and the Independent Expert as needed, and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DRE shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DRE one copy of all documents which the DRE may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DRE and the Employer or the Contractor shall be copied to the other Party. If the DRE comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DRE in accordance with GCC Sub-Clause 31.1, the DRE shall proceed in accordance with GCC Sub-Clause 31.1 and these Procedures. Subject to the time allowed to give notice of a decision and other relevant factors, the DRE shall:

(a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other’s case, and

(b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

1. The DRE may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
2. Except as otherwise agreed in writing by the Employer and the Contractor, the DRE shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor, the Supervision Consultant and the Independent Expert, and to proceed in the absence of any Party who the DRE is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
3. The Employer and the Contractor empower the DRE, among other things, to:
4. establish the procedure to be applied in deciding a dispute,
5. decide upon the DRE’s own jurisdiction, and as to the scope of any dispute referred to it,
6. conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
7. take the initiative in ascertaining the facts and matters required for a decision,
8. make use of its own specialist knowledge, if any,
9. decide upon the payment of financing charges in accordance with the Contract,
10. decide upon any provisional relief such as interim or conservatory measures,
11. open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Supervision Consultant or the Independent Expert, relevant to the dispute, and
12. appoint, should the DRE so consider necessary and the Parties agree, a suitable expert at the cost of the Parties to give advice on a specific matter relevant to the dispute.
13. The DRE shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DRE shall make and give its decision in accordance with GCC Sub-Clause 31.1, or as otherwise agreed by the Employer and the Contractor in writing.

Section IX - Particular Conditions of Contract

*Except where otherwise specified, all Particular Conditions of Contract should be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.*

|  |  |
| --- | --- |
| **A. General** | |
| **GCC 1.1 (d)** | The financing institution is: |
|  |  |
| **GCC 1.1 (v)** | The Employer is *[insert name, address, and name of authorized representative]*. |
| **GCC 1.1 (bb)** | The Intended Completion Date for the whole of the Works and Services shall be *[insert date]* |
| **GCC 1.1 (bb)** | Intended Completion Date:  Phase I for all DMAs:  Phase II A for all DMAs:  Phase II B for all DMAs: |
| **GCC 1.1 (rr)** | The Maintenance period shall be for a period of [ ] months. |
| **GCC 1.1 (uu)** | The Supervision Consultant is *[insert name, address, and name of authorized representative]*. |
| **GCC1.1 (ww)** | The Service Area is located at *[insert address of Service Area]* and is defined in drawings No. *[insert numbers]* |
| **GCC 1.1 (aaa)** | The Start Date shall be *[insert date]*. |
| **GCC1.1 (hhh)** | The Works and Services consist of *[insert brief summary, including relationship to other contracts under the Project]*. |
| **GCC 2.2(i)** | The following documents also form part of the Contract: *[list the following and any other relevant documents]*   1. the ES Management Strategies and Implementation Plans; and 2. Code of Conduct (ES). |
| **GCC 3.1** | The language of the contract is *[insert name of the language. The language shall be that of the Bid].*  The law that applies to the Contract is the law of *[insert name of Country].* |
| **GCC 6.1** | The Supervision Consultant may not delegate any of his duties and responsibilities. |
| **GCC 7.1** | **Notices**  Addresses and contact details of each of the Parties:  Contractor:  Employer: |
| **GCC 9.1** | Schedule of other contractors: *[insert Schedule of Other Contractors, if appropriate]* |
| **GCC 10.1** | **Key Personnel**  Key Personnel are:  [ ] |
| **GCC 12.2** | Date(s) by which Employer to give full possession of and accord all rights of access:  [ ] |
| **GCC 20.1** | The minimum insurance amounts and deductibles shall be:  (a) for loss or damage to the Works, Plant and Materials: *[insert amounts]*.  (b) For loss or damage to Equipment: [*insert amounts]*.  (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert amounts]*.  (d) for personal injury or death:   * + - 1. of the Contractor’s employees: *[amount]*.       2. of other people: *[amount]*. |
| **GCC 21.1** | Service Area Data are: *[list Service Area Data]* |
| **GCC 26.3.1** | Designs or other documents requiring approval of the Supervision Consultant/ Employer:  [ ] |
| GCC 31.1 | *[Insert name of an independent appointing entity or official]* |
| GCC 31.2.3 | *[Insert rules of arbitration if different from those of the International Chamber of Commerce]*  The place of arbitration shall be: *[Insert city and country]* |
| **B. Time Control** | |
| **GCC 34.1** | The Contractor shall submit for approval a Program for:  Phase I Activities: within *[insert number]* days from the date of the Letter of Acceptance.  Phase II A, within [*insert number*] days from the Phase II A Start date  Phase II B, within [*insert number*] days from the Phase II B Start date  The program shall be in the following format: [*specify as applicable*] |
| **GCC 34.2** | The period between Program updates is *[insert number]* days.  The amount to be withheld for late submission of an updated Program is *[insert amount]*. |
| **C. Quality Control** | |
|  |  |
| **D. Cost Control** | |
| **GCC 44.1** | The Contract Price comprises:  Phase I Activities; [ ]  Phase IIA Activities: [ ]  Phase IIB Activities: [ ]  Phase III Activities: [ ]  Design and Management Services: [ ]Total: [ ] |
| **GCC 46.7** | If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be \_\_\_% *(insert appropriate percentage. The percentage is normally up to 50%)* of the reduction in the Contract Price. |
| **GCC 53.1** | The currency of the Employer’s country is: *[insert name of currency of the* Employer*’s country]*. |
| **GCC 54.1** | The Contract *[insert “is” or “is not”]* subject to price adjustment in accordance with GCC 54, and the following information regarding coefficients *[specify “does” or “does not”]* apply.  *[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]* |
| **GCC 55.1** | The proportion of payments retained is: *[insert percentage]*  *[The retention amount is usually close to 5 percent and in no case, exceeds 10 percent.]* |
| **GCC 56.1** | The liquidated damages for delay from the relevant Intended Completion Date for Phase I, Phases II A and Phase II B are [*insert percentage*] per day of the Contract Price for Phase I, Phase II A and Phase II B respectively.  The maximum amount of liquidated damages for delay for the whole of the Works and Services is *[insert percentage]* of the final Contract Price.  *[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price.* *If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]* |
| **GCC 56.1** | The Contract Price for Phase III shall be subject to deductions for failure to meet the relevant Service Levels in the Specification during Phase III calculated in accordance with the methodology **in the PCC** [per incident][ per day]. The maximum amount of liquidated damages for failure to meet the Service Levels during Phase III is *[insert percentage]* of the final Contract Price for Phase III.  *[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price for Phase III.* *If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]* |
| **GCC 57.1** | The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works and Services is *[insert percentage]* of the final Contract Price.  *[If early completion would provide benefits to the* Employer*, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]* |
| **GCC 58.1** | The Advance Payments shall be: *[insert amount(s)]* and shall be paid to the Contractor no later than *[insert date(s)]*. |
| **GCC 59.1** | The Performance Security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the* Employer*]*  (a) Bank Guarantee: *[insert percentage and amount(s)]*.  (b) Performance Bond: *[insert percentage and amount(s)]*.  *[A* ***Bank Guarantee*** *shall be unconditional (on demand) (see Section X, Contract Forms). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees. A* ***Performance Bond*** *is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the* Employer*. An amount of 30 percent of the Contract Price is commonly used internationally for this type of security (see Section X, Contract Forms).]* |
| **GCC 59.1** | An Environmental and Social (ES) Performance Security [‘*shall’ or ‘shall not’, choose either option consistent with the BDS*] be provided to the Employer.]  [If an ES Security is required, replace GCC 59.1 with the following otherwise delete.]  “GCC 59.1 is replaced with the following  The Performance Security and an Environmental and Social (ES) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC (for GCC 59.1).  The Performance Security shall be issued by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ES Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and, if applicable, the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.” |
| **GCC 59.1** | The Performance Security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the* Employer*]*  (a) Performance Security – Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.  (b) Performance Security – Performance Bond: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.  *(c)* Environmental and Social (ES) Performance Security - Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount*]*. [**delete if not applicable**].  *[A* ***Bank Guarantee*** *shall be unconditional (on demand) (see Section X, Contract Forms). The ESPerformance Security will normally be in the amount(s) of 1% to 3% of the Accepted Contract Amount. The sum of the total “demand guarantees” (Performance Security and ES Performance Security) shall normally not exceed 10% of the Accepted Contract Amount. A* ***Performance Bond*** *is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the* Employer*. An amount of 30 percent of the contract price is commonly used internationally for this type of security (see Section X, Contract Forms).]* |
| **E. Finishing the Contract** | |
| **GCC 65.1** | Items to be taken over by the Employer on the Contract Completion Date:  [ ] |
| **GCC 67.1** | The date by which operating and maintenance manuals are required is *[insert date]*.  The date by which “as built” drawings are required is *[insert date]*. |
| **GCC 67.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 67.1 is *[insert amount in local currency]*. |
| **GCC 67.2 (h)** | The maximum number of days is: *[insert number; consistent with Clause 56 on liquidated damages]* |
| **GCC 69.1** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is *[insert percentage]*. |

Section X - Contract Forms

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Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process]***

**[*Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form*]**

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**Notification of Intention to Award**

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

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

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Bidder*] |
| **Address:** | [*insert address* *of the successful Bidder*] |
| **Contract price:** | [*insert contract price* *of the successful Bid*] |

1. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]***

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Bid price** | **Evaluated Bid price**  **(if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

1. **Reason/s why your Bid was unsuccessful**

|  |
| --- |
| ***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]*** |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information see the [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III). |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beneficial Ownership Disclosure Form

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

* *directly or indirectly holding 25% or more of the shares*
* *directly or indirectly holding 25% or more of the voting rights*
* *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**RFB No.:** [*insert number of RFB process*]

**Request for Bid No**.: [*insert identification*]

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

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares  (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder  (Yes / No) |
| *[include full name (last, middle, first), nationality, country of residence]* |  |  |  |

***OR***

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

*(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

**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. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

Letter of Acceptance

***[on letterhead paper of the*** Employer***]***

*. . . . . . .* ***[date]****. . . . . . .*

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

Subject: . . . . . . . . . . ***[Notification of Award Contract No]***. . . . . . . . . . .

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 PCC]***. . . . . . . . . . for the Accepted Contract Amount of . . . . . . . . ***.[insert*** ***amount in numbers and words and 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 (i) the Performance Security and an Environmental and Social, Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ESHS Performance Security Form ***[Delete reference to the ES Performance Security Form if it is not required under the contract*** and (ii) the additional information on beneficial ownership in accordance with BDS ITB 49.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form***],*** included in Section X - Contract Forms, of the bidding document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . . . . . . . . . . . . ., . . . . . . ., between . . . . . ***[name of the*** Employer***]***. . . . .. . . . . (hereinafter “the Employer”), of the one part, and . . . . . ***[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.

1. the Letter of Acceptance
2. the Letter of Bid Technical and Financial Parts
3. the addenda Nos \_\_\_\_\_\_\_\_(if any)
4. the Particular Conditions of Contract
5. the General Conditions of Contract, including Appendices;
6. the Specification
7. the Drawings
8. Bill of Quantities;
9. Activity Schedule; and
10. any other document **listed in the PCC** as forming part of the Contract including, but not limited to;
    * 1. the ES Management Strategies and Implementation Plans**;** and
      2. Code of Conduct for Contractor’s Personnel (ES);

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 . . . . . [name of the borrowing country]. . . . .on the day, month and year specified above.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by: |  | Signed by: |  |
| for and on behalf of the Employer | | for and on behalf the Contractor | |
| in the presence of: |  | in the presence of: |  |
| Witness, Name, Signature, Address, Date | | Witness, Name, Signature, Address, Date | |

Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of* 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 contract and brief description of* 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]*,[[28]](#footnote-29)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[29]](#footnote-30)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

Performance Security - 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 Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert 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 day of , 20 , for *[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 day of 20 .

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

|  |
| --- |
| Environmental and Social (ES) Performance Security |

**ES Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

**ES 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 \_\_\_\_\_\_\_\_\_\_\_ ( ),[[30]](#footnote-31)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[31]](#footnote-32)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of* 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]* 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][[32]](#footnote-33)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
    2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, 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]*, 2 *[insert year]*,[[33]](#footnote-34)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

1. IBRD and IDA are generally called the World Bank. Since the procurement requirements for IBRD and IDA are identical, “World Bank” in this SPD refers to both IBRD and IDA, and “loan”refers to either an IBRD loan or an IDA credit. [↑](#footnote-ref-2)
2. Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: “Bidders may Bid for one or several contracts, as further defined in the Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.” [↑](#footnote-ref-3)
3. Insert if applicable: “This contract will be jointly financed by [insert name of cofinancing agency]. Bidding process will be governed by the World Bank’s Procurement Regulations” [↑](#footnote-ref-4)
4. A brief description of the type(s) of works should be provided, including, location, quantities, construction period, application of margin of preference and other information necessary to enable potential Bidders to decide whether or not to respond to the Request for Bids. Bidding Document may require Bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph. [↑](#footnote-ref-5)
5. *The office for inquiry and issuance of Bidding document and that for Bid submission may or may not be the same.* [↑](#footnote-ref-6)
6. *The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US$50 and US$300 or equivalent is deemed appropriate.* [↑](#footnote-ref-7)
7. *For example, cashier’s check, direct deposit to specified account number, etc.* [↑](#footnote-ref-8)
8. *The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the World Bank, documents may be distributed by e-mail, downloading from auhtorized web site(s) or electronic procurement system.* [↑](#footnote-ref-9)
9. *Substitute the address for Bid submission if it is different from address for inquiry and issuance of Bidding document.* [↑](#footnote-ref-10)
10. In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.” [↑](#footnote-ref-11)
11. Daywork is work carried out following instructions of the Supervision Consultant and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders’ quoted rates and included in the total Bid price. [↑](#footnote-ref-12)
12. An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference. [↑](#footnote-ref-13)
13. For less complex contracts where there is sufficient data, it would be possible to have no Phase II A services. [↑](#footnote-ref-14)
14. Nonperformance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-15)
15. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-16)
16. The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder. [↑](#footnote-ref-17)
17. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-18)
18. 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. [↑](#footnote-ref-19)
19. If applicable [↑](#footnote-ref-20)
20. If applicable [↑](#footnote-ref-21)
21. 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. [↑](#footnote-ref-22)
22. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-23)
23. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-24)
24. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-25)
25. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-26)
26. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-27)
27. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-28)
28. *1 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.* [↑](#footnote-ref-29)
29. *2 Insert the date twenty-eight days after the intended completion date as stated in the Particular conditions- GCC 1.1(b). 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.”* [↑](#footnote-ref-30)
30. *1 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.* [↑](#footnote-ref-31)
31. *2 Insert the date twenty-eight days after the intended completion date as stated in the Particular conditions- GCC 1.1(b). 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.”* [↑](#footnote-ref-32)
32. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-33)
33. 2 *Insert the intended completion date. 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.”* [↑](#footnote-ref-34)