**BIDDING DOCUMENTS**

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**Invitation for Bids**

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

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

IFB No: **[insert number]**

Reference Identification No: **[insert number]**

1. The **[insert name of Borrower]** has received a loan from Japan International Cooperation Agency (JICA) towards the cost of **[insert name of Project]**. It is intended that part of the proceeds of this loan will be applied to eligible payments under the Contract for **[insert title of Contract].**
2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
3. The **[insert name of the Employer]** now invites sealed Bids from prequalified eligible Bidders for the design, execution and completion of **[insert brief description of the Works to be procured]** (“the Works”). International Competitive Bidding will be conducted in accordance with JICA’s **[insert “Single-Stage” or “Two-Stage”]** Bidding Procedure
4. Prequalified eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of **[insert name of appropriate purchasing unit] [insert mailing address, email address(es) and/or facsimile numbers of appropriate office for inquiry and issuance of the Bidding Documents].**
5. A complete set of the Bidding Documents may be purchased and inspected by interested prequalified Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of **[insert amount in currency of Borrower’s country or in specified convertible currency].**
6. Bids must be delivered to the address above[[1]](#footnote-1) on or before **[insert time]** on **[insert date]** and must be accompanied by a Bid security of **[insert fixed amount (same as that stated in Clause 21.1 of the Bid Data Sheet (BDS)]**.
7. Bids will be opened in the presence of Bidders’ representatives who choose to attend at **[insert time and date]** at the office of **[insert address of appropriate office].**

**[Insert name of office]**

**[Insert name of person in charge officer]**

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

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

**[Insert facsimile number]**

**[Insert email address]**

##### Invitation for Bids

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

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

IFB No: **[insert number]**

Reference Identification No: **[insert number]**

1. The [insert name of Borrower] has received[[2]](#footnote-2) a loan from Japan International Cooperation Agency (JICA) towards the cost of [insert name of Project]. It is intended that part of the proceeds of this loan will be applied to eligible payments under the Contract[[3]](#footnote-3) for [insert title of Contract].
2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
3. The [insert name of the Employer] now invites sealed Bids from eligible Bidders for the design, execution and completion of [insert brief description of the Works to be procured] (“the Works”). International Competitive Bidding will be conducted in accordance with JICA's [insert “Single-Stage” or “Two-Stage”] Bidding Procedure.
4. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of [insert name of appropriate purchasing unit][[4]](#footnote-4) [insert mailing address, email address(es), and/or facsimile numbers of appropriate office for inquiry and issuance of Bidding Documents].
5. A complete set of the Bidding Documents may be purchased and inspected by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of [insert amount in currency of Borrower’s country or in specified convertible currency].[[5]](#footnote-5)
6. Bids must be delivered to the address above[[6]](#footnote-6) on or before [insert time] on [insert date][[7]](#footnote-7) and must be accompanied by a Bid Security[[8]](#footnote-8) of [insert fixed amount (same as that stated in Clause 21.1 of the Bid Data Sheet (BDS)].
7. Bids will be opened in the presence of Bidders’ representatives who choose to attend at [insert time and date] at the office of [insert address of appropriate office].

Invitation for Second Stage Bids

Invitation for Second Stage Bids

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

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

IFB No: **[insert number]**

Reference Identification No: **[insert number]**

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

1. We hereby inform you that you are invited to submit a sealed Second-Stage Bid for the execution and completion of the cited Contract for which you submitted a First Stage Bid on [insert date of submission of First Stage Bid], which was reviewed during the clarification meeting(s) held on [insert date(s)] and has been found technically responsive.
2. Your Second Stage Bid should include an updated Technical Bid and a Price Bid based on attached amendment, if any[[9]](#footnote-9), and on the modifications, if any, listed in the “Changes Required Pursuant to the First Stage Evaluation” Annex to the Memorandum of the clarification meeting(s) held with you on [insert date(s)][[10]](#footnote-10).
3. Second Stage Bids shall be submitted [insert time, date and address for Second Stage Bid submission] and will be opened in the presence of the Bidder’s representatives who choose to attend at **[insert time, date and address for Second-Stage Bid opening][[11]](#footnote-11).**
4. Second Stage Bids shall remain valid for [insert number of days][[12]](#footnote-12) after the deadline for Bid submission prescribed above.
5. All Second Stage Bids must be accompanied by a Bid Security in an amount of [insert fixed amount (same as that stated in Clause 36.1 of the Bid Data Sheet (BDS)].
6. Please confirm receipt of this letter immediately in writing by email or facsimile. If you do not intend to bid, we would appreciate being so notified again in writing at your earliest opportunity.

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

**[Insert name of office]**

**[Insert name of person in charge officer]**

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

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

**[Insert facsimile number]**

**[Insert E-mail address]**

**PART 1 - Bidding Procedures**

**Bid Data Sheet**

|  |  |
| --- | --- |
| **A. General** | |
| **ITB 1.1** | The number of the Invitation for Bids is : [insert number of the Invitation for Bids] \_ |
| **ITB 1.1** | The Employer is: [insert name of Employer] \_\_\_\_\_ |
| **ITB 1.1** | The name, identification and number of the lot(s) (contract(s)) comprising this ICB is: [insert name, identification and number of lot(s) (contract(s))] |
| **ITB 2.1** | The Borrower is: [insert name of Borrower] \_\_\_\_ |
| **ITB 2.1** | The number of the Loan Agreement is: [insert Loan Agreement number]  The amount of a Japanese ODA Loan is: [insert amount in Japanese Yen]  The signed date of the Loan Agreement is: [insert signed date of Loan Agreement] |
| **ITB 2.1** | The name of the Project is: [insert name of Project] |
| **ITB 2.2** | The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: [insert one of the following: April 2012, March 2009, or October 1999] |
| **ITB 3.1(c)** | A list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr |
| **ITB 4.5** | This bidding [select “is” or “is not”, as appropriate] subject to prequalification. |
| **B. Bidding Documents** | |
| **ITB 7.1** | For clarification 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 24.1 for Bid submission.]  Attention: [insert full name of person, if applicable]  Street Address: [insert street address and number]  Floor/Room number: [insert floor and room number, if applicable]  City: [insert name of city or town]  ZIP Code: [insert postal (ZIP) code, if applicable]  Country: [insert name of country]  Telephone: [insert telephone number, including country and city codes]  Facsimile number: [insert facsimile number, including country and city codes]  Electronic mail address: [insert email address, if applicable] |
| **ITA 7.1** | Responses to any request for clarification, if any, [select “will” or “will not”, as appropriate] be published on the Employer’s web page indicated below.  Web page: [Insert the Employer’s web page if responses to requests for clarifications will be published on the Employer’s web page, otherwise omit.] |
| **ITB 7.4** | A pre-bid meeting \_\_\_\_\_ [insert “will” and insert the date, time and place information in the spaces provided below if a pre-bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for Bid submission. Otherwise, insert “will not” and insert “Not Applicable” in the spaces provided below for the date, time and place] take place at the following date, time and place:  Date:  Time:  Place:  A site visit conducted by the Employer \_\_\_\_\_\_\_ [insert “will be” or “will not be”, as appropriate] organized. |
| **ITB 8.2** | Addenda, if any, [select “will” or “will not”, as appropriate] be published on the Employer’s web page. |
| **C. Preparation of Bids** | |
| **ITB 10.1** | The language of the Bid is: [insert one of the following: Japanese, English, Spanish or French] |
| **ITB 11.2 (l)** | The Bidder shall submit with its Technical Bid the following additional documents:    [List any additional documents not already listed in ITB 11.2 that must be submitted with the Bid. If no additional documents are to be submitted, insert “None”. ] |
| **ITB 11.3 (d)** | The Bidder shall submit with its Price Bid the following additional documents:    [List any additional documents not already listed in ITB 11.3 that must be submitted with the Bid. If no additional documents are to be submitted, insert “None”.] |
| **ITB 13.1** | [Use one of the following options as appropriate.]  Alternative Bids are invited/permitted in accordance with:  [ITB 13.2 and/or ITB 13.3 and/or ITB13.4]  [Choose the ITB Clause(s) corresponding to the invited/permitted alternative(s) and specify the type(s) of alternative accepted.]  [or]  Alternative Bids are not permitted. |
| **ITB 13.2** | [If alternatives to the Time for Completion of the whole of the Works or the sections are invited, insert the following provisions; otherwise, delete this Clause 13.2 of the BDS.]  Alternatives to the Time for Completion of the whole of the Works or the sections are permitted.  The evaluation method is as specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 13.4** | [If alternative technical solutions are invited, insert the parts for which they are permitted; otherwise, delete this Clause 13.4 of the BDS.]  Alternative technical solutions are permitted for the following parts of the Works: \_\_\_\_\_\_\_\_\_\_ as further detailed in Section VI, Employer’s Requirements.  The evaluation method is as specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 16.1 (b)** | The period following completion of the Works during which spare parts, special tools etc. shall be available, is [insert number of years as appropriate, normally two (2) years] \_\_\_\_\_\_\_. |
| **ITB 17.4** | [Insert the following only if the Employer intends to execute any specific elements of the Works by subcontractors selected in advance (nominated subcontractors). Otherwise delete this BDS 17.4.]  At this time the Employer intends to execute certain specific parts of the Works by subcontractors selected in advance. [List the specific parts of the Works and the respective nominated subcontractors.] |
| **ITB 18.1** | [Use one of the following options as appropriate.]  Bidders shall quote for the entire Works on a single responsibility basis.  [or]  Bidders shall quote for the following components or services on a single responsibility basis: [insert list of components or services]  [and/or]  The following components or services will be provided under the responsibility of the Employer: [insert list of components or services] |
| **ITB 18.4** | [Insert the following only if the Employer intends not to accept adding the breakdowns of Price Schedule. Otherwise delete this BDS 18.4.]  Bidders are not allowed to add the breakdowns of Price Schedules. |
| **ITB 18.5** | [Price adjustment is mandatory for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.The following provision should be included and the required corresponding information inserted only if the prices quoted by the Bidder are not subject to price adjustment. Otherwise delete this BDS 18.5.]  The prices quoted by the Bidder shall be: [insert “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data”] |
| **ITB18.7** | [The following provision should be included and the corresponding information inserted only if duties, taxes and other levies will be exempted, reimbursed, or paid by the Employer on behalf of the Contractor under the relevant laws or regulations. Otherwise delete this BDS 18.5.]  The duties, taxes and other levies indicated below shall be exempted.  [List duties, taxes and other levies to be exempted.]  The duties, taxes and other levies indicated above shall be [choose one of the following: “exempted”, reimbursed, “paid by the Employer on behalf of the Contractor”, as appropriate.]: |
| **ITB 19.1** | The currency(ies) of the Bid shall be as described below:  The unit rates and prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies:   1. for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in [insert the name of the currency of the Employer’s country], the name of the currency of the Employer’s country, and further referred to as “the local currency”; and 2. for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in [insert Japanese Yen and/or other international trading currency or currencies]. |
| **ITB 20.1** | The Bid validity period shall be \_\_\_\_\_\_\_ [insert number of days required for evaluation, approval and award plus contingency] days.  [This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Facilities and the time required for obtaining references, clarifications, clearances and approvals (including JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.] |
| **ITB 20.3 (a)** | The Bid Price shall be adjusted by the following factor: [insert factor for adjustment]  [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 20.3 (b)** | The fixed portion of the Bid Price shall be adjusted by the following factor: [insert factor for adjustment]  [The local currency portion of the fixed portion of the Contract Price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the Contract Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]  Note: If there is no fixed portion of the Bid Price, or the entire price is fixed; Not Applicable. |
| **ITB 21.1** | The amount and currency of the Bid Security shall be [insert amount and currency of the Bid Security. The amount should be approximately 2% of the estimated cost of the Contract.] |
| **ITB 21.2 (d)** | Other types of acceptable securities:    [Insert names of other acceptable securities. Insert “None” if no other forms of Bid Securities besides those listed in ITB 21.2 (a) through (c) are acceptable.] |
| **ITB 22.1** | In addition to the original of the Bid, the number of copies is: [insert number of copies] |
| **ITB 22.2** | 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 and Opening of Bids** | |
| **ITB 24.1** | 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 Code: [insert postal (ZIP) code, if applicable]  Country: [insert name of country]  **The deadline for Bid submission is:**  Date: [insert day, month, and year, e.g., 27 April , 2015]  Time: [insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]  [The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to ITB 24.2.] |
| **ITB 27.1** | The Technical Bid opening shall take place at:  Street Address: [insert street address and number]  Floor/Room number: [insert floor and room number, if applicable]  City : [insert name of city or town]  Country:[insert name of country]  Date: [insert day, month, and year, e.g., 27 April , 2015]  Time: [insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.]  [The date and time should be the same as those given for the deadline for submission of Bids (ITB 24).] |
| **E. Evaluation, and Comparison of Bids** | |
| **ITB 37.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: [insert Japanese Yen or another single currency]  The source of exchange rate shall be: [insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]  The date for the exchange rate shall be: [insert a date (day, month and year, e.g., 27 April, 2015), not earlier than thirty (30) days prior to, nor later than, the date for Technical Bid opening, specified in ITB 27.1] |

**Evaluation**

**Technical Evaluation**

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

**Personnel**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work**  **Experience (years)** | **Experience in Similar Works**  **(years)** |
| 1 | Project Manager (to be Contractor’s Representative under GC 4.3) |  |  |
| 2 | e.g. Chief Engineer(s)1 |  |  |
| 3 | e.g. Design Manager |  |  |
| ４ | e.g. Health & Safety (Accident Prevention) Officer2 |  |  |
| Notes for the Employer  1. Chief Engineer(s) or Section Manager(s) who is(are) responsible for the major activities should be evaluated.  2. The personnel for the key positions include an accident prevention officer, as appropriate.  Alternative candidates for key positions should not be evaluated.  Insert requirements for multiple contracts, if necessary. | | | |

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

**Equipment**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number Required** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |

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

**Others**

[Insert appropriate additional provisions, if any.]

**Economic Evaluation**

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

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

**Quantifiable nonmaterial nonconformities**

[Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.]

**Other Factors**

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

**Operating and Maintenance Costs**

1. Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid Price for evaluation.
2. [Use one of the two options given below – delete the inapplicable option.]
3. Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:
4. number of years for life cycle [Insert life cycle period in years. The period should not exceed the period before a major overhaul of the facilities becomes necessary.]
5. annual operating costs [Insert fuel and/or other input, unit cost for annual and total operational requirements.]
6. annual maintenance costs, including the cost of spare parts for the initial period of operation, and
7. a rate of [insert rate in words and figures] percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

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

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

**Specific additional criteria**

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

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

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

Insert the following text in case of multiple contracts. Otherwise delete this EQC clause. “Lots/Packages:

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

**Alternative Completion Times**

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

**Alternatives Technical Solutions**

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

**Qualification**

**Exchange Rate for Qualification Criteria**

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

1. For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
2. Value of single Contract - Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 37.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

**Qualification Criteria for Multiple Contracts**

[Insert the following text in case of multiple contracts. Otherwise delete this Clause EQC 2 (ii).

“Criteria for qualification are the aggregate minimum requirements, or any other reasonable requirements set forth by the Employer, for the respective lots as specified under Financial Resources, Sub-Factors 2.2 (i) and (ii) below.”]

**Update of Information**

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

**Financial Resources**

| **Qualification Criteria** | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor/**  **Sub-Factor** | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| **All Parties Combined** | **Each Member** | **One Member** |
| 2.2 | Financial Resources | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as USD [insert amount in USD]1 for the subject Contract(s) net of the Bidder’s other commitments.  [insert requirements for multiple contracts, if necessary]. | Must meet requirement | Must meet requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent 2 (\_\_\_\_\_%) of the requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent3 (\_\_\_\_\_%) of the requirement | Form FIR - 1 |
|  |  | (ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  [insert requirements for multiple contracts, if necessary]. | Must meet requirement | Must meet requirement | N/A | N/A | Form FIR - 1 and Form FIR - 2 |
| Indicate the cash flow requirement for a number of months, determined as the total time needed by the Employer to pay a contractor’s invoice, allowing for (a) the actual time consumed for the works, from the beginning of the month invoiced, (b) the time needed by the Engineer to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six (6) months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular Contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated Contract cost.  Usually not less than 25% of the requirement for each member of a JV.  Usually not less than 40% of the requirement for one member of a JV. | | | | | | | |

**Subcontractors/manufacturers**

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

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

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

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

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

**Evaluation and Qualification Criteria**

**Evaluation**

**Technical Evaluation**

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

**Personnel**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work**  **Experience (years)** | **Experience in Similar Works**  **(years)** |
| **1** | Project Manager (to be Contractor’s Representative under GC 4.3) |  |  |
| **2** | e.g. Chief Engineer(s)1 |  |  |
| **3** | e.g. Design Manager |  |  |
| **4** | e.g. Health & Safety (Accident Prevention) Officer2 |  |  |
| **…** |  |  |  |

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

**Equipment**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

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

**Others**

[Insert appropriate additional provisions, if any.]

**Economic Evaluation**

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

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

**Quantifiable nonmaterial nonconformities**

[Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.]

**Other Factors**

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

**Operating and Maintenance Costs**

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

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

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

number of years for life cycle **[Insert life cycle period in years. The period should not exceed the period before a major overhaul of the facilities becomes necessary.]**

annual operating costs **[Insert fuel and/or other input, unit cost for annual and total operational requirements.]**

annual maintenance costs, including the cost of spare parts for the initial period of operation, and a rate of [insert rate in words and figures] percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in

Option 2: Reference to the methodology specified in the Specification or elsewhere in the Bidding Documents **[Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]**

**Specific additional criteria**

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

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

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

[Insert the following text in case of multiple contracts. Otherwise delete this EQC clause. “Lots/Packages:

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

**Alternative Completion Times**

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

**Alternatives Technical Solutions**

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

**Qualification**

**Exchange Rate for Qualification Criteria**

* Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:
* For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
* Value of single Contract - Exchange rate prevailing on the date of the Contract.
* Exchange rates shall be taken from the publicly available source **identified in BDS 37.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

**Qualification Criteria for Multiple Contracts**

[Insert the following text in case of multiple Contracts. Otherwise delete this Clause EQC 2 (ii).

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

| **Eligibility and Qualification Criteria** | | | | **Compliance Requirements** | | | | **Documentation** | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor**  **/Sub-Factor** | Requirement | | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements | |
| All Parties Combined | Each Member | One Member |
| **2.1 Eligibility** | | | | | | | | | |
| 2.1.1 | Nationality | Nationality in accordance with ITB 4.3. | Must meet requirement | | N/A | Must meet requirement | N/A | | Form ELI –1.1 and 1.2, with attachments |
| 2.1.2 | Conflict of Interest | No conflicts of interests as described in ITB 4.2. | Must meet requirement | | N/A | Must meet requirement | N/A | | Letter of Bid |
| 2.1.3 | JICA Ineligibility | Not having been declared ineligible by JICA as described in ITB 4.4. | Must meet requirement | | N/A | Must meet requirement | N/A | | Letter of Bid  Form ACK |

| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Factor/  Sub-Factor | Requirement | Single Entity | Joint Venture (existing or intended) | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **2.2 Historical Contract Non-Performance** | | | | | | | |
| 2.2.1 | History of non-performing Contracts | Non-performance of a Contract(i) did not occur as a result of Contractor’s default since 1st January [insert year]1 | Must meet requirement(ii) | N/A | Must meet requirement(ii) | N/A | Form CON |
| 2.2.2 | Pending Litigation | All pending litigation shall in total not represent more than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_ %) [insert percentage figure]2 of the Bidder’s net worth and shall be treated as resolved against the Bidder. | Must meet requirement(ii) | N/A | Must meet requirement(ii) | N/A | Form CON |
| 2.2.3 | Litigation History | No consistent history of court/arbitral award decisions3 against the Bidder(iii) since 1st January [insert year] 4 | Must meet requirement(ii) | N/A | Must meet requirement(ii) | N/A | Form CON |

| **Eligibility and Qualification Criteria** | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor/**  **Sub-Factor** | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| **All Parties Combined** | **Each Member** | **One Member** |
| **2.3 Financial Situation** | | | | | | | |
| 2.3.1 | Financial Performance | The audited balance sheets or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Employer, for the last [insert number of years]\_\_\_\_ years1 shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and its prospective long term profitability .  As the minimum requirement, a Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive2. | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN – 1 with attachments |
| 2.3.2 | **Average Annual Turnover** | Minimum average annual turnover of [insert amount in USD]3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, calculated as total certified payments received for Contracts in progress and/or completed, within the last [insert number of years]\_\_\_\_\_\_ years4 divided by [insert number of years] \_\_\_\_\_\_\_ years5. [insert requirements for multiple contracts, if necessary]. | Must meet requirement | Must meet requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_ percent6 (\_\_\_\_\_%) of the requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent7 (\_\_\_\_\_%) of the requirement | Form FIN – 2 |
| 2.3.3 | **Financial Resources** | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as USD [insert amount in USD]8 for the subject Contract(s) net of the Bidder’s other commitments. [insert requirements for multiple Contracts, if necessary] | Must meet requirement | Must meet requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent 6 (\_\_\_\_\_%) of the requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent7 (\_\_\_\_\_%) of the requirement | Form FIR - 1 |
|  |  | (ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  [insert requirements for multiple Contracts, if necessary] | Must meet requirement | Must meet requirement | N/A | N/A | Form FIR – 1 and Form FIR - 2 |

| **Eligibility and Qualification Criteria** | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor/**  **Sub-Factor** | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| **All Parties Combined** | **Each Member** | **One Member** |
| **2.4 Experience** | | | | | | | |
| 2.4.1 | General Experience | Experience under contracts in the role of prime contractor (single entity or JV member), Subcontractor, or management contractor(i) for at least the last [insert number of years] \_\_\_\_\_\_\_\_ years1 starting 1st January [insert year]\_\_\_\_. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP - 1 |
| **2.4.2 (a)** | **Specific Experience** | A minimum number of [insert number of contracts]2similar(ii) contracts that have been satisfactorily and substantially(iii) completed as a prime contractor (single entity or JV member) (iv) between 1st January [insert year]3and the Bid submission deadline.  [insert requirements for multiple Contracts, if necessary] | Must meet requirement | Must meet requirements(v) | N/A | N/A | Form EXP - 2(a) |
| 2.4.2 (b) | Specific Experience | For the above or other contracts completed and under implementation as prime contractor　(single entity or JV member), management contractor or Subcontractor(vi) between 1st January [insert year]4 and the Bid submission deadline, a minimum experience in the following key activities successfully completed[list activities, as applicable].  [insert requirements for multiple Contracts, if necessary] (vii) | Must meet requirements  (can be a specialist Subcontractor) | Must meet requirements  (can be a specialist Subcontractor) | N/A | N/A | Form EXP - 2(b) |

**Subcontractors/manufacturers**

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

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

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

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

|  |  |
| --- | --- |
| **A. General** | |
| **ITB 1.1** | The number of the Invitation for Bids is : [insert number of the Invitation for Bids] |
| **ITB 1.1** | The Employer is: [insert name of Employer] |
| **ITB 1.1** | The name, identification and number of lot(s) (contract(s)) comprising this ICB is: [insert name, number and identification of lot(s) (contract(s))] |
| **ITB 2.1** | The Borrower is: [insert name of Borrower] |
| **ITB 2.1** | The number of the Loan Agreement is: [insert Loan Agreement Number]  The amount of a Japanese ODA Loan is: [insert amount in Japanese Yen]  The signed date of the Loan Agreement is: [insert signed date of Loan Agreement] |
| **ITB 2.1** | The name of the Project is: [insert name of the Project] |
| **ITB 2.2** | The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: [insert one of the following: April 2012, March 2009, or October 1999] |
| **ITB 3.1(c)** | A list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr |
| **ITB 4.5** | This bidding [select “is” or “is not”, as appropriate] subject to prequalification. |
| **B. Bidding Documents** | |
| **ITB 7.1** | For **clarification 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 20.1 for Bid submission.]  Attention: [insert full name of person, if applicable]  Street Address: [insert street address and number]  Floor/Room number: [insert floor and room number, if applicable]  City: [insert name of city or town]  ZIP Code: [insert postal (ZIP) code, if applicable]  Country: [insert name of country]  Telephone: [insert telephone number, including country and city codes]  Facsimile number: [insert facsimile number, including country and city codes]  Electronic mail address: [insert email address, if applicable] |
| **ITA 7.1** | Responses to any request for clarification, if any, [select “will” or “will not”, as appropriate] be published on the Employer’s web page indicated below.  Web page: [Insert the Employer’s web page if responses to requests for clarifications will be published on the Employer’s web page, otherwise omit.] |
| **ITB 7.4** | A pre-bid meeting \_\_\_\_\_ [insert “will” and insert the date, time and place information in the spaces provided below if a pre-bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for Bid submission. Otherwise, insert “will not” and insert “Not Applicable” in the spaces provided below for the date, time and place] take place at the following date, time and place:  Date:  Time:  Place:  A site visit conducted by the Employer \_\_\_\_\_\_\_\_ [insert “will be” or “will not be”, as appropriate] organized. |
| **ITB 8.2** | Addenda, if any, [select “will” or “will not”, as appropriate] be published on the Employer’s web page. |
| **ITB 10.1** | The language of the Bid is: [insert one of the following: “Japanese”, “English”, “Spanish” or “French”] |
| **C1. First Stage Bids: Preparation** | |
| **ITB 11.1 (j)** | The Bidder shall submit with its First Stage Bid the following additional documents:    [List any additional documents not already listed in ITB 11.1 that must be submitted with the First Stage Bid. If no additional documents are to be submitted, insert “None”.] |
| **ITB 16.1 (b)** | The period following completion of Plant and Installation Services during which spare parts, special tools etc. shall be available, is [insert number of years as appropriate, normally two (2) years] \_\_\_\_\_ |
| **ITB 17.4** | [Insert the following only if the Employer intends to execute any specific elements of the Works by subcontractors selected in advance (nominated subcontractors). Otherwise delete this BDS 17.4.]  At this time the Employer intends to execute certain specific parts of the Works by subcontractors selected in advance. [List the specific parts of the Works and the respective nominated subcontractors.] |
| **ITB 18.1** | In addition to the original of the First Stage Bid, the number of copies is: [insert number of copies] |
| **ITB 18.2** | 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] |
| **C2. First Stage Bids: Submission and Opening** | |
| **ITB 20.1** | For First Stage 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 Code: [insert postal (ZIP) code, if applicable]  Country: [insert name of country]  **The deadline for First Stage Bid submission is:**  Date: [insert day, month, and year, e.g., 15 June, 2014]  Time: [insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.]  [The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to ITB 20.2.] |
| **ITB 23.1** | The First Stage Bid opening shall take place at:  Street Address: [insert street address and number]  Floor/Room number: [insert floor and room number, if applicable]  City : [insert name of city or town]  Country: [insert name of country]  Date: [insert day, month, and year, e.g., 15 June, 2014]  Time: [insert time, and identify if a.m. or p.m. e.g., 10:30 a.m.]  [The date and time should be the same as those given for the deadline for submission of Bids (ITB 20).] |
| E1. Second Stage Bid Preparation | |
| **ITB 31.1 (k)** | The Bidder shall submit with its Second Stage Bid the following additional documents:  [List any additional document not already listed in ITB 31.1 that must be submitted with the Second Stage Bid. If no additional documents are to be submitted, insert “None”.] |
| **ITB 33.1** | [Use one of the following options as appropriate.]  Bidders shall quote for the entire Works on a single responsibility basis.  [or]  Bidders shall quote for the following components or services on a single responsibility basis: [insert list of components or services] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [and/or]  The following components or services will be provided under the responsibility of the Employer: [insert list of components or services] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB33.4** | [The following provision should be included and the corresponding information inserted only if duties, taxes and other levies will be exempted, reimbursed, or paid by the Employer on behalf of the Contractor under the relevant laws or regulations. Otherwise delete this BDS 18.5.]  The duties, taxes and other levies indicated below shall be exempted.  [List duties, taxes and other levies to be exempted.]  The duties, taxes and other levies indicated above shall be [choose one of the following: “exempted”, reimbursed, “paid by the Employer on behalf of the Contractor”, as appropriate.]: |
| **ITB 33.4** | [Insert the following only if the Employer intends not to accept adding the breakdowns of Price Schedule. Otherwise delete this BDS 18.4.]  Bidders are not allow to add the breakdowns of Price Schedules. |
| **ITB 33.4(a)** | Named place of destination is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert destination] |
| **ITB 33.4(d)** | Named place of final destination is: \_\_\_\_\_\_ [insert destination]  [Note: When the named place of destination is the project site, the transportation costs for Schedule No. 1 items are covered under CIP and therefore will not be stated here. This schedule will cover only for items in Schedule No. 2. If the named place of destination is different from the site of installation (project site), then the transport cost from the named place of destination to project site for Schedule No. 1 shall be also included here.] |
| **ITB 33.6** | The prices quoted by the Bidder shall be: [insert “fixed” or “adjustable”]. |
| **ITB 34.1** | The currency(ies) of the Bid shall be as follows:  The unit rates and prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies:   1. for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in [insert the name of the currency of the Employer’s country], the name of the currency of the Employer’s country, and further referred to as “the local currency”; and 2. for those inputs to the Works0 that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in [insert Japanese Yen and/or other international trading currency or currencies]. |
| **ITB 35.1** | The Second Stage Bid validity period shall be \_\_\_\_\_\_ days.  [insert number of days required for evaluation, approval and award plus contingency]  [This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including the JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.] |
| **ITB 35.3 (a)** | The Bid Price shall be adjusted by the following factor: [insert factor for adjustment]  [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 35.3 (b)** | The fixed portion of the Bid Price shall be adjusted by the following factor: [insert factor for adjustment]  [The local currency portion of the fixed portion of the Contract Price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the Contract Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]  Note: If there is no fixed portion of the Bid Price, or the entire price is fixed; Not Applicable. |
| **ITB 36.1** | The amount and currency of the Bid Security shall be: [insert amount and currency of the Bid Security. The amount should be approximately 2% of the estimated cost of the Contract.] |
| **ITB 36.2 (d)** | Other types of acceptable securities:    [Insert names of other acceptable securities. Insert “None” if no other forms of Bid Securities besides those listed in ITB 36.2 (a) through (c) are acceptable.] |
| **ITB 37.1** | In addition to the original of the Second Stage Bid, the number of copies is: [insert number of copies] |
| **ITB 37.2** | 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] |
| E3. Second Stage Bids: Evaluation and Comparison | |
| **ITB 49.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: [insert Japanese Yen or another single currency] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The source of exchange rate shall be: [insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country)]    The date for the exchange rate shall be: [insert a date (day, month and year, e.g., 15 June , 2014), not earlier than 30 days prior to, nor later than, the date for Second Stage Bid opening specified in ITB 42.1 ] |

**First Stage Bids**

**Evaluation**

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

**Personnel**

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

et the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work**  **Experience (years)** | **Experience in Similar Works**  **(years)** |
| 1 | Project Manager (to be Contractor’s Representative under GC 4.3) |  |  |
| 2 | e.g. Chief Engineer(s)1 |  |  |
| 3 | e.g. Design Manager |  |  |
| ４ | e.g. Health & Safety (Accident Prevention) Officer2 |  |  |
| … |  |  |  |

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

**Equipment**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

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

**Qualification**

**Exchange Rate for Qualification Criteria**

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

1. For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
2. Value of single Contract - Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 49.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

**Qualification Criteria for Multiple Contracts**

[Insert the following text in case of multiple Contracts. Otherwise delete this Clause EQC 2 (ii).

“Criteria for qualification are the aggregate minimum requirements, or any other reasonable requirements set forth by the Employer, for the respective lots as specified under Financial Resources, Sub-Factors 2.2 (i) and (ii) below.”]

**Update of Information**

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

**Financial Resources**

| **Qualification Criteria** | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor/**  **Sub-Factor** | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| **All Parties Combined** | **Each Member** | **One Member** |
| 2.2 | Financial Resources | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as USD [insert amount in USD]1 for the subject contract(s) net of the Bidder’s other commitments.  [insert requirements for multiple Contracts, if necessary] | Must meet requirement | Must meet requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent 2 (\_\_\_\_\_%) of the requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent3 (\_\_\_\_\_%) of the requirement | Form FIR - 1 |
|  |  | (ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.[insert requirements for multiple Contracts, if necessary]. | Must meet requirement | Must meet requirement | N/A | N/A | Form FIR - 1 and Form FIR - 2 |

**Subcontractors/Manufacturers**

Subcontractors/manufacturers for major items of supply or services identified in the prequalification documents must meet or continue to meet the minimum criteria specified therein for each item. Subcontractors/manufacturers for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

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

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

**Second Stage Bids**

**Evaluation**

**Economic Evaluation**

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

**Quantifiable nonmaterial nonconformities**

[Pursuant to ITB 47.3 and ITB 50.3 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.]

**Other Factors**

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

**Operating and Maintenance Costs**

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

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

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

number of years for life cycle: [Insert life cycle period in years. The period should not exceed the period before a major overhaul of the facilities becomes necessary.]

operating costs: [Insert fuel and/or other input, unit cost for annual and total operational requirements.]

maintenance costs, including the cost of spare parts for the initial period of operation, and

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

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

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

**Specific additional criteria**

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

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

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

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

“Lots/Packages:

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

**Alternative Completion Times**

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

**First Stage Bids**

**Evaluation**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work**  **Experience (years)** | **Experience in Similar Works**  **(years)** |
| 1 | Project Manager (to be Contractor’s Representative under GC 4.3) |  |  |
| 2 | e.g. Chief Engineer(s)1 |  |  |
| 3 | e.g. Design Manager |  |  |
| ４ | e.g. Health & Safety (Accident Prevention) Officer2 |  |  |
| … |  |  |  |

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

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |
| Notes for the Employer  1. The items listed shall be limited to major items of equipment that are crucial to the proper and timely execution of the Contract, and items that Bidders may not readily be able to purchase, hire, or lease in the required time frame.  2. Insert requirements for multiple contracts, if necessary. | | |

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

**Qualification**

**Exchange Rate for Qualification Criteria**

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

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

Value of single Contract - Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 49.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

**Qualification Criteria for Multiple Contracts**

[Insert the following text in case of multiple Contracts. Otherwise delete this Clause EQC 2 (ii).

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

| **Eligibility and Qualification Criteria** | | | **Compliance Requirements** | | | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor/**  **Sub-Factor** | Requirement | Single Entity | Joint Venture (existing or intended) | | | | Submission Requirements |
| All Parties Combined | | Each Member | One Member |
| **2.1 Eligibility** | | | | | | | | |
| 2.1.1 | Nationality | Nationality in accordance with ITB 4.3. | Must meet requirement | N/A | Must meet requirement | | N/A | Form ELI –1.1 and 1.2, with attachments |
| 2.1.2 | Conflict of Interest | No conflicts of interests as described in ITB 4.2. | Must meet requirement | N/A | Must meet requirement | | N/A | Letter of Bid |
| 2.1.3 | JICA Ineligibility | Not having been declared ineligible by JICA as described in, ITB 4.4. | Must meet requirement | N/A | Must meet requirement | | N/A | Letter of Bid  Form ACK |

| Eligibility and Qualification Criteria | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Factor/  Sub-Factor | Requirement | **Single Entity** | Joint Venture (existing or intended) | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **2.2 Historical Contract Non-Performance** | | | | | | | |
| 2.2.1 | History of non-performing Contracts | Non-performance of a contract(i) did not occur as a result of contractor’s default since 1st January [insert year]1 | Must meet requirement(ii) | N/A | Must meet requirement(ii) | N/A | Form CON |
| 2.2.2 | Pending Litigation | All pending litigation shall in total not represent more than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_ %) [insert percentage figure]2 of the Bidder’s net worth and shall be treated as resolved against the Bidder. | Must meet requirement(ii) | N/A | Must meet requirement(ii) | N/A | Form CON |
| 2.2.3 | Litigation History | No consistent history of court/arbitral award decisions3 against the Bidder(iii) since 1st January [insert year] 4 | Must meet requirement(ii) | N/A | Must meet requirement(ii) | N/A | Form CON |
| **Notes for the Bidder**  (i) Non-performance, as decided by the Employer, shall include all contracts  (a) where non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract, and  (b) that were so challenged but fully settled against the Contractor.  Non-performance shall not include Contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective Contract and where all appeal instances available to the Applicant have been exhausted.  (ii) This requirement also applies to Contracts executed by the Bidder as a JV member.  (iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from Contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid. | | | | | | | |
| **Notes for the Employer**  1. Year should usually be one (1) or two (2) years prior to the Bid submission deadline.  2. The percentage should be normally within the range of 50% to 100% of a Bidder’s net worth.  3. The criterion for rejection should be that of numerous arbitral awards or court decisions against the Bidder, taking the number and amount of Contracts executed. As an indicative example, the occurrence of one (1) or two (2) adverse cases over five (5) years for a Contractor handling, on average, ten (10) Contracts simultaneously, should not be a cause for rejection. If dispute resolution is found relatively frequently in the business of the Bidder, it may indicate an attitude of the management of the firm that could be dangerous for the Employer if the Bidder were awarded the Contract, and further investigation with previous Employers may be warranted.  4. Year should usually be five (5) years prior to the Bid submission deadline. | | | | | | | |

| **Eligibility and Qualification Criteria** | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor/**  **Sub-Factor** | Requirement | **Single Entity** | Joint Venture (existing or intended) | | | Submission Requirements |
| **All Parties Combined** | **Each Member** | **One Member** |
| **2.3 Financial Situation** | | | | | | | |
| 2.3.1 | Financial Performance | The audited balance sheets or if not required by the law of the Bidder’s country, other financial statements acceptable to the Employer, for the last [insert number of years]\_\_\_\_ years1 shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and its prospective long term profitability .  As the minimum requirement, an Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive2. | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN - 1 with attachments |
| 2.3.2 | **Average Annual Turnover** | Minimum average annual turnover of [insert amount in USD]3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, calculated as total certified payments received for contracts in progress and/or completed, within the last [insert number of years] \_\_\_\_\_\_ years4 divided by [insert number of years] \_\_\_\_\_\_\_ years5. [insert requirements for multiple Contracts, if necessary]. | Must meet requirement | Must meet requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_ percent6 (\_\_\_\_\_%) of the requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent7 (\_\_\_\_\_%) of the requirement | Form FIN - 2 |
| 2.3.3 | Financial Resources | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment), sufficient to meet the cash flow requirements estimated as USD [insert amount in USD]8 for the subject contract(s) net of the Bidder’s other commitments.  [insert requirements for multiple Contracts, if necessary] | Must meet requirement | Must meet requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent 6 (\_\_\_\_\_%) of the requirement | Must meet  [insert percentage] \_\_\_\_\_\_\_\_\_ percent7 (\_\_\_\_\_%) of the requirement | Form FIR - 1 |
|  |  | (ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  [insert requirements for multiple Contracts, if necessary] | Must meet requirement | Must meet requirement | N/A | N/A | Form FIR – 1 and Form FIR - 2 |
| Notes for the Employer  1. Time period usually specified is five (5) years; it may be reduced to three (3) years minimum (in agreement with JICA) under special country circumstances, such as to provide opportunity for a newly privatized industry with limited period of existence, but with suitable experience, etc. Firms owned by individuals and partnerships may not be required to maintain audited balance sheets by the laws of their countries of origin; in such cases, the Employer may relax the audit requirement, but should request other acceptable financial statements.  2. The financial information provided by an Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Applicant should be given on this basis. Any abnormal features which may lead to financial problems should alert the Employer to seek expert professional advice for further review and interpretation.  3. The amount stated should normally not be less than twice the estimated annual turnover in the proposed Contract (based on a straight-line projection of the Employer’s estimated cost, including contingencies, over the Contract duration). The multiplier of 2 may be reduced for very large Contracts but should not be less than 1.5.  4. The time period is normally five (5) years or more, but may be reduced to not less than three (3) years (in agreement with JICA) under special country circumstances, such as to provide opportunities for a newly privatized industry with only a short record of experience, etc.  5. Same number of years as in 4. above.  6. Usually not less than 25% of the requirement for each member of a JV.  7. Usually not less than 40% of the requirement for one member of a JV.  8. Indicate the cash flow requirement for a number of months, determined as the total time needed by the Employer to pay a Contractor’s invoice, allowing for (a) the actual time consumed for the works, from the beginning of the month invoiced, (b) the time needed by the Project Manager to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six (6) months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular Contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated Contract cost | | | | | | | |

| **Eligibility and Qualification Criteria** | | | Compliance Requirements | | | | Documentation |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Factor/**  **Sub-Factor** | **Requirement** | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| **All Parties Combined** | **Each Member** | **One Member** |
| **2.4 Experience** | | | | | | | |
| 2.4.1 | General Experience | Experience under contracts in the role of prime contractor (single entity or JV member) Subcontractor, or management contractor(i) for at least the last [insert number of years]\_\_\_\_\_\_\_\_ years1 starting 1st January [insert year]\_\_\_\_. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP- 1 |
| 2.4.2 (a) | Specific Experience | A minimum number of [insert number of contracts]2similar(ii) contracts that have been satisfactorily and substantially(iii) completed as a prime contractor(single entity or JV member)(iv) between 1st January [insert year]3and the Bid submission deadline.  [insert requirements for multiple Contracts, if necessary] | Must meet requirement | Must meet requirements(v) | N/A | N/A | Form EXP - 2(a) |
| 2.4.2 (b) | Specific Experience | For the above or other contracts completed and under implementation as prime contractor (single entity or JV member), management contractor or Subcontractor(vi) between 1st January [insert year]4 and the Bid submission deadline, a minimum experience in the following key activities successfully completed[list activities, as applicable]  [insert requirements for multiple Contracts, if necessary] (vii) | Must meet requirements  (can be a specialist Subcontractor) | Must meet requirements  (can be a specialist Subcontractor) | N/A | N/A | Form EXP - 2(b) |
| Notes for the Bidder  (i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the work(s) associated with the Contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the contract.  (ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Employer’s Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.  (iii) Substantial completion shall be based on 80% or more works completed under the Contract.  (iv) For Contracts under which the Bidder participated as a JV member, only the Bidder’s share, by value, shall be considered to meet this requirement.  (v) In case of a JV, the value of Contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single Contract has been met. Instead, each Contract performed by each member shall satisfy the minimum value of a single Contract as required for single entity. In determining whether the JV meets the requirement of total number of Contracts, only the number of Contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.  (vi) For Contracts under which the Bidder participated as a JV member or Subcontractor, only the Bidder’s share shall be counted to meet this requirement.  (vii) The minimum experience requirement for multiple Contracts will be the sum of the minimum requirements for respective individual Contracts. | | | | | | | |
| **Notes for the Employer**   1. The time period is normally five (5) years or more, but may be reduced to not less than three (3) years (in agreement with JICA) under special country circumstances, such as to provide opportunities for a newly privatized industry with only a short record of experience. 2. The range of contract numbers should be one (1) to three (3), depending on the size, value, nature and complexity of the subject Contract, the exposure of the Employer to risk of Contractor default, country conditions and history of similar works constructed in the past. 3. The time range is normally five (5) years, and may be extended up to a period of ten (10) years for large-scale projects. 4. Same as that stipulated in 3 above. | | | | | | | |

**Subcontractors/Manufacturers**

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

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

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

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

**Second Stage Bids**

**Evaluation**

**Economic Evaluation**

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

**Quantifiable nonmaterial nonconformities**

[Pursuant to ITB 47.3 and ITB 50.3 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.]

**Other Factors**

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

**Operating and Maintenance Costs**

* Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other Employers similarly placed. Such costs shall be added to the Bid Price for evaluation.
* [Use one of the two options given below – delete the inapplicable option.]
* Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:
* number of years for life cycle [Insert life cycle period in years. The period should not exceed the period before a major overhaul of the facilities becomes necessary.] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* annual operating costs [Insert fuel and/or other input, unit cost for annual and total operational requirements.]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* annual maintenance costs, including the cost of spare parts for the initial period of operation, and
* a rate of [insert rate in words and figures] percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).
* Option 2: Reference to the methodology specified in the Specification or elsewhere in the Bidding Documents
* [Insert a reference to the methodology specified in the Specification or elsewhere in the Bidding Documents.]

**Specific additional criteria**

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

**Alternative Completion Times**

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

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

[Insert the following text in case of multiple contracts. Otherwise delete this EQC clause. “Lots/Packages:

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

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Letter of Technical Bid

Date: **[insert date of Bid submission]**

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

IFB No.: **[insert number]**

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

To: **[insert full name of Employer],**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): **[insert the number and issuing date of each Addendum];**
2. We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
3. We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
4. We offer to **[insert the services that apply, i.e., design, manufacture, test, deliver, install, recommission and commission]**, in conformity with the Bidding Documents, the following Works: **[insert a brief description of the Works];**
5. Our Bid shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB 4.2 (c), other than alternative Bids submitted in accordance with ITB 13; and
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

**Single-Stage Bidding**

Letter of Price Bid

Date: **[insert date of Bid submission]**

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

IFB No.: **[insert number]**

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

To: **[insert full name of Employer],**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): **[insert the number and issuing date of each Addendum];**
2. We offer to [insert the services that apply, i.e., design, manufacture, test, deliver, install, recommission and commission], in conformity with the Bidding Documents, the following Works: **[insert a brief description of the Works];**
3. The total price of our Bid, excluding any discounts offered in item (d) below is:

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

**[In case of multiple lots, insert the total price of each lot]**

**[In case of multiple lots, insert the total price of all lots (sum of all lots)];**

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

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

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

1. Our Bid shall be valid for a period of [specify the number of calendar days] days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
3. We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
4. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Two-Stage Bidding

Letter of First Stage Bid

Date: **[insert date of Bid submission]**

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

IFB No.: **[insert number]**

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

To: **[insert full name of Employer],**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): **[insert the number and issuing date of each Addendum];**
2. We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4;
3. We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
4. We offer to **[insert the services that apply, i.e., design, manufacture, test, deliver, install, recommission and commission],** in conformity with the Bidding Documents, the following Works: **[insert a brief description of the Works];**
5. We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB 4.2 (c), other than alternative Bids submitted in accordance with ITB 13;
6. We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our First Stage Bid and duly noting all amendments and additions thereto, and noting omissions therefrom that you may require; and
7. We further undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Bid, updating our First Stage Bid in accordance with the requirements from the Memorandum of the clarification meeting, and completing our Second Stage Bid for supplying the Works.

**Two-Stage Bidding**

**Letter of Second Stage Bid**

Date: **[insert date of Bid submission]**

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

IFB No.: **[insert number]**

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

To: **[insert full name of Employer],**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): **[insert the number and issuing date of each Addendum];**
2. We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4;
3. We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
4. We offer to **[insert the services that apply, i.e., design, manufacture, test, deliver, install, recommission and commission],** in conformity with the Bidding Documents, the following Works: **[insert a brief description of the Works];**
5. We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB 4.2 (c), other than alternative Bids submitted in accordance with ITB 13;
6. We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our First Stage Bid and duly noting all amendments and additions thereto, and noting omissions therefrom that you may require; and
7. We further undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Bid, updating our First Stage Bid in accordance with the requirements from the Memorandum of the clarification meeting, and completing our Second Stage Bid for supplying the Works.

**Table A. Local Currency**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **(a)** | **(b)** | **(c)** | **(d)** | **(e)** | **(f)** |
| **Index code** | **Index description** | **Source of index** | **Base value**  **and date** | **Bidder’s**  **related currency amount** | **Bidder’s**  **proposed**  **weighting** |
|  | Nonadjustable | — | — | — | A:  B:  C:  D:  E: |
|  |  |  | **Total** |  | **1.00** |

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

**Table B. Foreign Currency (FC)**

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

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

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

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

**Schedules of Rates and Prices**

Schedule No. 1: General Ítems

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Unit Price** | | **Amount** | |
| **Local** | **Foreign** |  |  |
| 101 | Performance Bond/ Security | sum | - | — | — |  |  |
| 102 | Insurance of the Works | sum | - | — | — |  |  |
| 103 | Insurance of Contractor’s Equipment | sum | - | — | — |  |  |
| 104 | Third-Party Insurance | sum | - | — | — |  |  |
| 105 | Allow for maintenance of Works for 12 months after completion | month | 12 |  |  |  |  |
| 106 | Provide safety measures | month | 24 |  |  |  |  |
| 107 | —etc.— |  |  |  |  |  |  |
| 112 | Establishment and removal of offices for the Engineer’s offices | sum | - |  |  |  |  |
| 113 | Maintenance of offices for the Engineer’s staff | sum | - |  |  |  |  |
| 114 | Establishment and removal of laboratories for the Engineer’s offices |  | - |  |  |  |  |
| 11X | —etc.— |  |  |  |  |  |  |
| 121 | Provide diversion road | sum | item |  | — |  |  |
| 122 | Provide for traffic control and maintenance of diversion road | month | 24 |  | — |  |  |
| 123 | —etc.— |  |  |  |  |  |  |
| 132 | Provide for cleaning up the Site on completion | sum | - |  | — |  |  |
|  | —etc.— |  |  |  |  |  |  |
| 142 | Providing an Operation Manual  —etc.— | sum | - |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 152 | Spare Parts | Sum (annually) | 3 |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Total for Schedule No. 1  (carried forward to Summary, p. ) | | | | | | \_\_\_\_ | \_\_\_\_ |

Schedule No. 2 : Design

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | | **Amount** | |
| **Local** | **Foreign** | **Local** | **Foreign** |
| 201 | Design of Plant, Equipment and Machinery | sum |  |  |  |  |  |
| 202 | Design for Design of Architectural Works | sum |  |  |  |  |  |
| 203 | Design for Permanent Works and Temporary (civil and structural) | sum |  |  |  |  |  |
| 204 | Design of Building Service Works | sum |  |  |  |  |  |
| 205 | Design of Contractor’s Temporary Works | sum |  |  |  |  |  |
| 206 | Statutory Fees and Charges | sum |  |  |  |  |  |
| 207 | Compilation and submission of as-built drawings | sum |  |  |  |  |  |
| 208 | Compilation and submission of Operation and Maintenance Manuals | sum |  |  |  |  |  |
|  | —etc.— |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Total for Schedule No. 2  (carried forward to Summary, p. ) | | | | | | \_\_\_\_ | \_\_\_\_ |

Schedule No. 2 : Design

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

Schedule No. 3: Fabrication & Transportation

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

**Country of Origin Declaration Form**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Code** | **Country** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

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

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | | **Amount** | |
| **Local** | **Foreign** | **Local** | **Foreign** |
| 401-1 | Installation for Boiler Facilities and associated facilities | sum |  |  |  |  |  |
| 401-2 | Installation for Turbine Facilities and associated facilities | sum |  |  |  |  |  |
| 402-3 | Installation for Balance of Plant and associated facilities | sum |  |  |  |  |  |
| 403-4 | Installation for Electrical Equipment |  |  |  |  |  |  |
| 404-5 | Installation for Instrumentation and Control Equipment |  |  |  |  |  |  |
| Total for Schedule No. 401  (carried forward to Schedule No. 4) | | | | | | \_\_\_\_ | \_\_\_\_ |

Schedule No. 5: Training

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | | **Amount** | |
| **Local** | **Foreign** | **Local** | **Foreign** |
| 501 | Training to Test on Completion | sum |  |  |  |  |  |
| 502 | Training to Test after Completion | sum |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | —etc.— |  |  |  |  |  |  |
| Total for Schedule No. 5  (carried forward to Summary, p. ) | | | | | | \_\_\_\_ | \_\_\_\_ |

Schedule No. 6: Spare Parts

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | | **Amount** | |
| **Local** | **Foreign** | **Local** | **Foreign** |
| 601 |  | sum |  |  |  |  |  |
| 602 |  | sum |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | —etc.— |  |  |  |  |  |  |
| Total for Schedule No. 6  (carried forward to Summary, p. ) | | | | | | \_\_\_\_ | \_\_\_\_ |

Schedule No. 7 – Miscellaneous Work

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit** | **Quantity** | **Rate** | | **Amount** | |
| **Local** | **Foreign** | **Local** | **Foreign** |
| 801 | Environmental Mitigation | sum |  |  |  |  |  |
| 8XX | —etc.— | sum |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
| Total for Schedule No. 7  (carried forward to Summary, p. ) | | | | | | \_\_\_\_ | \_\_\_\_ |

Schedule No. 8 –Daywork Summary

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

Schedule No. 9 - Summary of Specified Provisional Sums

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

Grand Summary

Contract Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **General Summary** | **Page** | **Amount** | |
|  |  | **Local** | **Foreign** |
|  |  |  |  |
| Schedule 1: General Items |  |  |  |
| Schedule 2: Design |  |  |  |
| Schedule 3: Fabrication & Transportation |  |  |  |
| Schedule 4: Construction, Installation & Testing on Site |  |  |  |
| Schedule 6: Training |  |  |  |
| Schedule 7: Spare Parts |  |  |  |
| Schedule 8: Miscellaneous Work |  |  |  |
| —etc.— |  |  |  |
| Subtotal of Bills | (A) |  |  |
|  |  |  |  |
|  |  |  |  |
| Total for Daywork (Provisional Sum)[[13]](#footnote-13) | (B) |  |  |
| Specified Provisional Sums | (C) | 4,750,000b | 4,750a |
|  |  |  |  |
| Total of Bills Plus Provisional Sums (A + B + C) | (D) |  |  |
| Add Provisional Sum for Contingency Allowance | (E) | [sum]a | [sum]a |
| Bid Price (D + E) (Carried forward to Form of Bid) | (F) |  |  |
|  |  |  | |
| a. To be entered by the Employer. | | | |

**Schedule of Payment**

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

**Technical Proposal**

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

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

Site Organization

**[Insert Technical Proposal for Site Organization.]**

Method Statement

**[Insert Technical Proposal for Method Statement.]**

Mobilization Schedule

**[Insert Technical Proposal for Mobilization Schedule.]**

**Construction Schedule**

**[Insert Technical Proposal for Construction Schedule.]**

Preliminary Design

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

Safety Plan

**[Insert Technical Proposal for Safety Plan.]**

Form SOG: Schedule of Guarantee

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

|  |  |
| --- | --- |
| **Required Performance/Specific Guarantee** | **Value of Performance/Specific of Guarantee of the Proposed Plant and Equipment** |
| 1. |  |
| 2. |  |
| 3. |  |
| … |  |

Form PER -1: Proposed Personnel

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

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

Joint Venture Party Legal Name: **[insert full name]**

IFB No.: **[insert number]**

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

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

Form PER -2: Resume of Proposed Personnel

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

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

Joint Venture Party Legal Name: **[insert full name]**

IFB No.: **[insert number]**

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

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

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

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

| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
| --- | --- | --- |
|  |  |  |
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|  |  |  |
|  |  |  |
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|  |  |  |
|  |  |  |
|  |  |  |

Form EQU: Equipment

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

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

Joint Venture Party Legal Name: **[insert full name]**

IFB No.: **[insert number]**

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

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **Major Items of Plant and Installation Services** | **Proposed Subcontractors/Manufacturers** | **Nationality** |
|  |  |  |
|  |  |  |
|  |  |  |

Form MAN: Manufacturer's Authorization

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

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

IFB No.: **[insert number of bidding process]**

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

WHEREAS

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

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

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

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

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

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

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

Form SPA: Spare Parts

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

|  |  |
| --- | --- |
| **Required items of Spare Parts** | **Proposed items of Spare Parts** |
|  |  |
|  |  |
|  |  |

Bidder’s Qualification

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

**[Option 1: Bidder’s Qualification following Prequalification]**

1. Update of Information

In accordance with Section III, Evaluation and Qualification Criteria, Clause 2.1, the Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification using the following forms included hereunder:

(a) Eligibility

Form ELI - 1: Bidder Information

Form ELI - 2: Bidder’s Party Information

(b) Historical Contract Non-Performance

Form CON: Historical Contract Non-Performance

(c) Financial Situation

Form FIN - 1: Financial Situation

Form FIN - 2: Average Annual Turnover

2. Financial Resources

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

Form FIR - 1: Financial Resources

Form FIR - 2: Current Contract Commitments

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

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

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

Form ELI - 1: Bidder Information

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

IFB No.: **[insert number]**

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

|  |
| --- |
| 1. Bidder’s legal name:[insert full name] |
| 2. In case of JV, legal name of the representative member and of each member: [insert full name of each member in the JV and specify the representative member] |
| 3. Bidder’s actual or intended country of registration: [insert country of registration] |
| 4. Bidder’s actual or intended year of incorporation: [insert year of incorporation] |
| 5. Bidder’s legal address in country of registration: [insert street/number/town or city/country] |
| 6. Bidder’s authorized representative information  Name: [insert full name]  Address: [inset street/number/town or city/country]  Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]  Email Address: [insert E-mail address] |
| 7. Attached are copies of original documents of:  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI - 2: Bidder’s Party Information

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

IFB No.: **[insert number]**

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

|  |
| --- |
| 1. Bidder’s legal name: [insert full name] |
| 2. Bidder's Party legal name: [insert full name of Bidder’s Party] |
| 3. Bidder's Party country of registration: [insert country of registration] |
| 4. Bidder’s Party year of incorporation: [insert year of incorporation] |
| 5. Bidder’s Party legal address in country of registration: [insert street/number/town or city/country] |
| 6. Bidder’s Party authorized representative information  Name: [insert full name]  Address: [insert street/number/town or city/country]  Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]  E-mail address: [insert E-mail address] |
| 7. 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 4.3.  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON: Historical Contract Non-Performance

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

Date: **[insert day, month, year]**  
Bidder’s Legal Name: **[insert full name]**Joint Venture Party Legal Name: [**insert full name]**  
IFB No.: **[insert number]**  
Page **[insert page number]** of **[insert total number]** pages

**1. History of Non-Performing Contracts**

|  |  |  |  |
| --- | --- | --- | --- |
| **Non-Performing Contracts** | | | |
| 🞎 Contract non-performance did not occur since 1st January [insert year], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.  🞎 Contract(s) not performed since 1st January [insert year], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below: | | | |
| **Year** | **Non- performed portion of Contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and USD equivalent)** |
| [insert year] | [insert amount and percentage] | * 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 non performance: [indicate main reason(s)] | [insert amount] |

**2. Pending Litigation**

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

**3. Litigation History**

|  |  |  |
| --- | --- | --- |
| **Litigation History** | | |
| 🞎 No court/arbitral award decisions against the Bidder since 1st January [insert year], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate. | | |
| 🞎 Court/arbitral award decisions against the Bidder since 1st January [insert year], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, are indicated below: | | |
| **Year of**  **award** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and USD 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] * Matter in dispute: [indicate main issues in dispute] * Party who initiated the dispute: [indicate “Employer” or “Contractor”] * Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] | [insert amount] |

Form FIN - 1: Financial Situation

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

Date: **[insert day, month, year]**  
Bidder’s Legal Name: **[insert full name]**Joint Venture Party Legal Name: **[insert full name]**  
IFB No.: **[insert number]**  
Page **[insert page number]** of **[insert total number]** pages

**1. Financial data**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Financial information in**  **(currency)** | **Historic information for previous** [insert number] **years**  **(amount, currency, exchange rate, USD equivalent)** | | | | |
|  | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| **Statement of Financial Position (Information from Balance Sheet)** | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Net Worth (NW) |  |  |  |  |  |
| Curent Assets (CA) |  |  |  |  |  |
| Curent Labilités (CL) |  |  |  |  |  |
| **Information from Income Statement** | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Profits After Taxes (PAT) |  |  |  |  |  |

**2. Financial documents**

The Bidder and its Parties shall provide copies of the financial statements for [number of years] years pursuant to the Prequalification Criteria or Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

1. reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
2. be independently audited or certified in accordance with local legislation.
3. be complete, including all notes to the financial statements.
4. correspond to accounting periods already completed and audited.

Form FIN - 2: Average Annual Turnover

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover Data (Construction only)** | | | |
| **Year** | **Amount and Currency** | **Exchange rate** | **USD equivalent** |
| [indicate year] | [insert amount and indicate currency] | [insert applicable exchange rate] | [insert amount in USD equivalent] |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Average Annual Construction Turnover \*** | | |  |

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

Form FIR - 1: Financial Resources

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

Date: **[insert day, month, year]**Bidder’s Legal Name: **[insert full name]**Joint Venture Party Legal Name: **[insert full name]**IFB No.: **[insert number]**  
Page **[insert page number]** of **[insert total number]** pages

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

Form FIR - 2: Current Contract Commitments

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

Date: **[insert day, month, year]**Bidder’s Legal Name: **[insert full name]**Joint Venture Party Legal Name: **[insert full name]**  
IFB No.: **[insert number]**  
Page **[insert page number] of [insert total number]** pages

Bidders and each member of a JV should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Clause 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (Without Prequalification), as appropriate.]

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

Form EXP - 1: General Experience

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **General Experience** | | | |
| **Starting**  **Year** | **Ending**  **Year** | **Contract Identification** | **Role of**  **Bidder** |
| [indicate year] | [indicate year] | * Contract name: [insert full name] * Brief description of the works performed by the Bidder: [describe works performed briefly] * Amount of Contract: [insert amount, currency, exchange rate and USD equivalent] * Name of Employer: [indicate full name] * Address: [indicate street/number/town or city/country] | [insert "Prime Contractor” (Single entity or JV member) or "Subcontractor” or "Management Contractor”] |

Form EXP - 2(a): Specific Experience

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

Date: **[insert day, month, year]**  
Bidder’s Legal Name: **[insert full name]**Joint Venture Party Legal Name: **[insert full name]**IFB No.: **[insert number]**Page **[insert page number]** of **[insert total number]** pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Similar Contract No.**  [insert number] of [insert number of similar Contracts required] | **Information** | | |
| Contract Identification | [insert Contract name and reference identification number, if applicable] | | |
| Award date | [insert day, month, year, e.g., 15 June, 2015] | | |
| Completion date | [insert day, month, year, e.g., 03 October, 2017] | | |
| Role in Contract | **Prime Contractor Only** | | |
| Total Contract Amount | [insert Contract amount(s) and currency(ies)] | | USD [insert exchange rate and total Contract amount in USD equivalent] |
| If member in a JV, specify participation in total Contract amount | [insert percentage of participation] | [insert amount(s) and currency(ies) of participation] | USD [insert exchange rate and amount of participation in USD equivalent] |
| Employer's Name | [insert full name] | | |
| Address  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] | | |

|  |  |
| --- | --- |
| **Similar Contract No.**  [insert number of similar Contracts required] | **Information** |
| Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III: |  |
| 1. Physical size of required works items | [insert physical size of items] |
| 2. Complexity | [insert description of complexity] |
| 3. Methods/Technology | [insert specific aspects of the methods/technology involved in the Contract] |
| 4. Other Characteristics | [insert other characteristics as described in Section VI, Employer’s Requirements] |

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

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

Date: [insert day, month, year]  
Bidder’s Legal Name: [insert full name]  
Joint Venture Party Legal Name: [insert full name]

Subcontractor’s Legal Name: [insert full name]  
IFB No.: [insert number]

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Contract with Similar Key Activities Information** | | | | | | |
| Item | Information | | | | | |
| Contract Identification | [insert Contract name and number, if applicable] | | | | | |
| Award date | [insert day, month, year, e.g., 15 June, 2015] | | | | | |
| Completion date | [insert day, month, year, e.g., 03 October, 2017] | | | | | |
| Role in Contract  [check the appropriate box] | Prime Contractor | | | Management Contractor | | Sub-contractor |
| Single | JV member | |
| Total Contract Amount | [insert Contract amount(s) and currency(ies)] | | | USD [insert Exchange rate and total Contract amount in USD equivalent] | | |
| Quantity (as applicable) performed under the Contract per year or part of the year  [insert extent of participation indicating actual quantity of key activity successfully completed in the role performed] | Total quantity in the Contract  (i) | | Percentage  participation  (ii) | | Actual Quantity Performed  (i) x (ii) | |
| Year 1 |  | |  | |  | |
| Year 2 |  | |  | |  | |
| Year 3 |  | |  | |  | |
| Year 4 |  | |  | |  | |
| Employer’s Name | **[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]** | | | | | |

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

1. I, [insert name and position of authorized signatory], being duly authorized by [insert name of Bidder/members of joint venture (“JV”)] (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for [insert Loan No and name of the Project] is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:
   * 1. the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
     2. the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.
2. I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.[[14]](#footnote-14)
3. I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **name of the debarred firm** | **starting date of debarment** | **ending date of debarment** | **reason for debarment** |
|  |  |  |  |

1. I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
2. I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
3. I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.
4. The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder’s responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.
5. If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Form of Bid Security (Bank Guarantee)

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of [insert description of Contract] under Loan Agreement No. [insert Loan Agreement Number].

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

* + - 1. has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (hereinafter called “the Bid Validity Period”), or any extension thereto provided by the Applicant; or
      2. 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,
      3. fails to execute the Contract Agreement, or
      4. fails to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

Form of Bid Security (Bid Bond)

BOND NO. **[insert Bond No.]**

**BY THIS BOND** [insert name of Bidder] as Principal (hereinafter called “the Principal”), and [insert name, legal title, and address of surety], authorized to transact business in [insert name of country of Employer], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [insert name of Employer] as Obligee (hereinafter called “the Employer”) in the sum of [insert amount of Bond in words and figures][[15]](#footnote-15), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

Section V. Eligible Source Countries of Japanese ODA Loans

PART 3 – Conditions of Contract and Contract Forms

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

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

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

The General Conditions governing this Contract are the Standard General Conditions of Contract set forth in Part 3, Section VII of the Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (Trial Version) published by JICA in July, 2015. Those General Conditions of Contract are available on the JICA’s web site shown below:

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

Section VIII. Particular Conditions

## Notes on Particular Conditions

**Particular Conditions (PC)**

**Part A - Contract Data**

[The Employer should insert relevant data prior to the issue of the Bidding Documents. Where a number of days is to be inserted it is desirable for the number to be a multiple of seven for consistency with the Conditions of Contract.]

|  |  |  |
| --- | --- | --- |
| Conditions of Contract.] **Conditions** | **Sub-Clause** | **Data** |
| **Employer’s name and address** | 1.1.2.2 & 1.3 | **[Insert Employer’s name]**  **[Insert Employer’s address]** |
| **Engineer’s name and address** | 1.1.2.4 & 1.3 | **[Insert the Engineer’s name]**  **[Insert the Engineer’s address]** |
| **Bank’s name** | 1.1.2.11 | Japan International Cooperation Agency (JICA) |
| **Borrower’s name** | 1.1.2.12 | **[Insert Borrower’s name]** |
| **Time for Completion** | 1.1.3.3 | **[Insert the time for completion of the whole of the Works and also the time for completion of sections, if applicable]days**  **[If Sections are to be used, refer to Table: Summary of Sections below]** |
| **Defects Notification Period** | 1.1.3.7 | **[365 days.]** |
| **Sections** | 1.1.5.6 | **[If Sections are to be used, refer to Table: Summary of Sections below]** |
| **Profit** | 1.2 | **[Insert the following if percentage is different from 5%. Otherwise delete this CD 1.2.]**  \_\_\_\_ % of Cost. |
| **Electronic transmission systems** | 1.3 | **[insert Electronic transmission systems]**  **[insert Contractor’s name and address]** |
| **Governing Law** | 1.4 | **[insert name of governing law]** |
| **Ruling language** | 1.4 | **[insert name of ruling language]** |
| **Language for communications** | 1.4 | **[insert name of language for communications]** |
| **Time for the Parties entering into a Contract Agreement** | 1.6 | ....... days.  **[Indicate a number of days for Parties entering into a Contract Agreement, or delete this CD 1.6 if the number is 28 days.]** |
| **Time for access to, and possession of all parts of, the Site** | 2.1 | **[Insert a number of days**] days after Commencement Date |
| **Engineer’s Duties and Authority** | 3.1(B)(ii) | Variations resulting in an increase of the Accepted Contract Amount in excess of **[insert percentage, normally 1 - 3%]** % shall require approval of the Employer. |
| **Performance Security** | 4.2 | 'The Performance Security will be in the form of a "demand guarantee" or "performance bond" in the amount(s) of [insert percentage] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.  If the Performance Security of the Contract is in accordance with the ICC Publication No. 758, insert the following sentences; Performance Security of this contract is in accordance with the ICC Publication No.758, the 6th paragraph, "The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate" is deleted. |
| **General Design Obligations** | 5.1 | Period for notifying errors, faults and defects in the Employer’s Requirements: \_\_\_\_\_ days |
| **Normal working hours** | 6.5 | **[Insert the normal working hours]** |
| **Commencement of Works** | 8.1(c) | **[Insert date effective access to the site is granted, if applicable. Otherwise delete this CD 8.1(c).]** |
| **Delay damages for the Works** | 8.7 | **[Insert percentage] % of the Contract Price per day.**  **[If Sections are to be used, refer to Table: Summary of Sections below]** |
| **Maximum amount of delay damages** | 8.7 | **[Insert percentage not exceeding 10]** % of the final Contract Price. |
| **Provisional Sums** | 13.5.(b)(ii) | **[Insert percentage] %**  **[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums.]** |
| **Adjustments for Changes in Cost** | 13.8 | Period “n” applicable to the adjustment multiplier “Pn”: **[Insert the period if different from one (1) month; if period “n” is one (1) month, delete this CD 13.8”]** |
| **Total advance payment** | 14.2 | [**Insert percentage]%**, Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable  **[Insert number and timing of installments, if applicable]** |
| **Repayment amortization rate of advance payment** | 14.2(b) | **[Insert percentage of amortization rate]** % |
| **Percentage of Retention** | 14.3(c) | **[Insert percentage of retention, not exceeding 10] %** |
| **Limit of Retention Money** | 14.3(c) | **[Insert percentage of limit of retention, usually 5 and not exceeding 10] % of the Accepted Contract Amount** |
| **Plant and Materials** | 14.5(b)(i) | **[If Sub-Clause 14.5 applies:]**  **Plant and Materials for payment Free on Board [list].** |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site [list]. |
| **Minimum Amount of Interim Payment Certificates** | 14.6 | **[Insert percentage]% of the Accepted Contract Amount.**  **[Percentage may depend on the contract amount and time for completion; a minimum of about one fifth the average expected value of Interim Payment Certificate would be reasonable. If payments are to be specified in a Schedule of Payments, the “Minimum Amount of Interim Certificates” section could be omitted from the Particular Conditions.]** |
| **Maximum total liability of the Contractor to the Employer** | 17.6 | **[Select one of the two options below as appropriate]**  **The product of [insert a multiplier less or greater than one] times the Accepted Contract Amount,**  **[or]**  **[Insert amount of the maximum total liability]** |
| **Periods for submission of insurance:**  a. evidence of insurance.  b. relevant policies | 18.1 | **[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days.]**  \_\_\_\_\_days  \_\_\_\_\_days |
| **Maximum amount of deductibles for**  **insurance of the Employer's risks** | 18.2(d) | **[Insert maximum amount of deductibles]** |
| **Minimum amount of third party insurance** | 18.3 | **[Insert amount of third party insurance; this minimum amount per occurrence should be commensurate with the risk** |
| **Date by which the DB shall be appointed** | 20.2 | 28 days after the Commencement date |
| **The DB shall be comprised of** | 20.2 | **[Insert either: “One sole Member” or “Three Members”]** |
| **List of potential DB sole members** | 20.2 | **[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: “none”]** |
| **Appointment (if not agreed) to be made by** | 20.3 | **[Insert name of the appointing entity or official]** |

## 

**Particular Conditions – B Specific Provisions**

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

|  |  |
| --- | --- |
| **Sub-Clause 6.2**  **Rates of Wages and Conditions of Labor** | **[When applicable, exemption from duties and taxes shall be indicated.]** |
| **Sub-Clause 14.1**  **The Contract Price** | **[When applicable, exemption from duties and taxes shall be indicated in sub-paragraph (b).]** |

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

Table of Forms

[Letter of Acceptance 70](#_Toc335314306)

[[Option A: Single-Stage Two-Stage Bidding]](#_Toc335314307)

[Contract Agreement 70](#_Toc335314308)

[[Option B: Two-Stage One-Envelop Bidding]](#_Toc335314309)

[Contract Agreement 70](#_Toc335314310)

[Performance Security 70](#_Toc335314311)

[Advance Payment Security 70](#_Toc335314312)

[Retention Money Security 70](#_Toc335314313)

Letter of Acceptance

**[Insert date]**

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Contract Agreement**

THIS AGREEMENT made the **[insert day]** day of **[insert month]**, **[insert year],** between **[insert name of the Employer]** (hereinafter “the Employer”), of the one part, and **[insert name of the Contractor]** (hereinafter “the Contractor”), of the other part:

**WHEREAS** the Employer desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
3. the Letter of Acceptance;
4. the Letter of Bid ;
5. the addenda Nos [insert addenda numbers, if any] (if any);
6. the Particular Conditions ;
7. the General Conditions;
8. the Employer’s Requirements;
9. the completed Schedules;
10. the Contractor’s Proposal and any other documents forming part of the Contract
11. the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
12. 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.
13. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

This agreement made the [insert day] day of [insert month], [insert year], between [insert name of the Employer] (hereinafter “the Employer”), of the one part, and [insert name of the Contractor] (hereinafter “the Contractor”), of the other part:

Whereas the Employer desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
3. the Letter of Acceptance;
4. Letter of Second Stage Bid ;
5. the addenda Nos [insert addenda numbers, if any] (if any);
6. the Particular Conditions ;
7. the General Conditions;
8. the Employer’s Requirements;
9. the completed Schedules;
10. the Contractor’s Proposal and any other documents forming part of the Contract
11. the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans
12. 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.
13. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

**SCH 1:** Schedule of Prices

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

**SCH 2:** Schedule of Payment

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

**SCH3:** Schedule of Adjustment

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

**SCH 3:** Schedule of Guarantee

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

**Performance Security**

**Option 1: (Demand Guarantee)**

[Insert Guarantor letterhead or SWIFT identifier code]

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]),[[16]](#footnote-16)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the [insert the day] day of [insert month], [insert year][[17]](#footnote-17)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.

**Option 2: Performance Bond**

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

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

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

* complete the Contract in accordance with its terms and conditions; or
* 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
* pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
* The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
* Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.
* No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
* In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this **[insert day]** day of **[insert month], [insert year].**

**Advance Payment Security**

**Demand Guarantee**

Insert Guarantor letterhead or SWIFT identifier code

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **[insert amount in figures]** (**[insert amount in words]**) 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]**, **[insert year],** whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

**Retention Money Security**

**Demand Guarantee**

**[Insert Guarantor letterhead or SWIFT identifier code]**

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

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

**RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]**

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

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

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words])[[18]](#footnote-18)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

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

This guarantee shall expire no later than the [insert day] day of [insert month], [insert year][[19]](#footnote-19)2, and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)
7. [↑](#footnote-ref-7)
8. [↑](#footnote-ref-8)
9. [↑](#footnote-ref-9)
10. [↑](#footnote-ref-10)
11. [↑](#footnote-ref-11)
12. [↑](#footnote-ref-12)
13. If Daywork is priced competitively, it should be included into the items to be evaluated for competition. [↑](#footnote-ref-13)
14. [↑](#footnote-ref-14)
15. . [↑](#footnote-ref-15)
16. [↑](#footnote-ref-16)
17. [↑](#footnote-ref-17)
18. [↑](#footnote-ref-18)
19. [↑](#footnote-ref-19)