

**STANDARD PROCUREMENT
DOCUMENT**

Procurement of Works

**Associated with the Salem
Community Resource Centre
Rehabilitation**

Caribbean Development Bank

May 2023

Foreword

This Standard Bidding Document for the Procurement of Small Works (SBDSW) has been prepared by the Caribbean Development Bank (CDB).

This SBDW is based on the Master Bidding Document for the Procurement of Small Works, prepared by the Multilateral Development Banks and International Financing Institutions. This SBDW reflect the structure and the provisions of the aforementioned Master Bidding Documents, except where specific considerations within CDB have required a change.

This SBDSW is to be used when prequalification has not taken place before Bidding. If the user has questions regarding the use of this SBDW, the appropriate Bank official should be consulted.

To obtain further information on procurement under CDB-financed projects, contact:

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Preface

This Standard Bidding Document for the Procurement of Works has been prepared by CDB and is consistent with CDB's Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB (November 2019) or the Procurement Procedures for Projects Financed by CDB (January, 2021).

This document has been updated to customise the integrity requirements to reflect the provisions of either the Procurement Procedures for Projects Financed by CDB (November 2019) or the Procurement Procedures for Projects Financed by CDB (January, 2021), as appropriate. Advisory text guides the client in finalising the relevant text in the following sections:

- Section I. Instructions to Bidders: sub-clause 4.6;
- Section II. Bid Data Sheet (BDS): sub-clause: 4.6;
- Section III. Evaluation and Qualification Criteria, point 1.3 in point 3.1;
- Section IV. Bidding Forms: point (j) of the Letter of Bid;
- Section VI. Prohibited Practices and Other Integrity Related Matters: point b) (iii);
and
- Section IX. Particular Conditions of Contract, point b) (iii) of Appendix A, Prohibited Practices and Other Integrity Related Matters

Summary Description

PART 1 – BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

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

Section II Bid Data Sheet (BDS)

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

Section III Evaluation and Qualification Criteria

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

- (a) substantially responsive to the Bidding document; and
- (b) the lowest evaluated cost.

Section IV Bidding Forms

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

Section V Eligible Countries

This Section contains information regarding eligible countries.

Section VI Prohibited Practices and Other Integrity Related Matters

This Section includes the provisions which apply to Prohibited Practices and other integrity related matters under this Bidding process.

PART 2 – WORKS’ REQUIREMENTS

Section VII Works’ Requirements

This Section specifies the Scope of Works, Specification, the Drawings, and supplementary information that constitute the Works’ Requirements for the Works to be procured. The Works’ Requirements also include the environmental, social, health and safety (ESHS) requirements (including requirements relating to Sexual and Gender Based Violence (SGBV) which are to be satisfied by the Contractor in executing the works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII General Conditions of Contract (GC)

This Section contains the general conditions of contract (GC) to be applied under the resulting contract(s). **The GC shall not be modified.**

Section IX Particular Conditions of Contract (PC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract which includes Appendix A – Prohibited Practices and Other Integrity Related Matters; and Appendix B – Environmental, Social, Health and Safety (ESHS) Reporting Metrics for Progress Reports. The contents of this Section modify or supplement the GC and shall be prepared by the Employer.

Section X Contract Forms

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

**Bidding Document for
Procurement of Small Works**

Procurement of:

Works Associated with the

Salem Community Resource Centre Rehabilitation

Issued on: _____

Employer: The Government of Montserrat

Country: Montserrat

Standard Bidding Document

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as **indicated in Section II, Bid Data Sheet (BDS)**, issues this Bidding Document for the procurement of the Works as specified in Section VII, Works' Requirements. The name, identification, and number of lots (contracts) **provided in the BDS**.

1.2 Unless **otherwise stated, throughout this Bidding Document**:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa;
- (c) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Recipient. It excludes the Recipient’s official public holidays;
- (d) the term “ESHS” means environmental, social, health and safety (including Sexual and Gender Based Violence (SGBV));
- (e) the term “SGBV” means Sexual and Gender Based Violence, as defined and explained in Appendix B to the Particular Conditions; and
- (f) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents.”

2. Source of Funds

2.1 The Recipient of CDB Financing (hereinafter called “Recipient”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Caribbean Development Bank (hereinafter called “the Bank”) toward the cost of the project named in the BDS. The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payments by the Bank will be made only at the request of the Recipient and will be subject, in all respects, to the terms and conditions of the financing agreement between the Recipient and the Bank (hereinafter called the Financing Agreement). The Financing Agreement prohibits a withdrawal from the grant or loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the proceeds of the financing.

3. Prohibited Practices and Other Integrity Related Matters

3.1 CDB requires compliance with CDB's policy on Prohibited Practices and Other Integrity Related Matters, as set forth in Section VI, Prohibited Practices and Other Integrity Related Matters.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit CDB to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission (in case prequalified), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by CDB.

4. Eligible Bidders

4.1 Bidders shall meet the eligibility criteria as per this ITB and Section V.

4.2 A Bidder may be a firm that is a private entity a stated-owned owned enterprise or institution, subject to ITB 4.9, or any combination of them in the form of a Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a JV, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and during contract execution (in the event the JV is awarded the Contract). Unless **specified in the BDS**, there is no limit on the number of partners in a JV.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

4.4 Bidders or joint venture partners shall have the nationality of an eligible country as detailed in Section V and shall comply with the following:

- (a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;
- (b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and
- (c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e. more than fifty (50) percent of the value of the contract, will accrue or be paid to sub-contractors or sub-consultants that are not from an Eligible Country.

4.5 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Recipient as Engineer for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Recipient (or of the project implementing agency, or of a beneficiary of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to CDB throughout the Bidding process and execution of the Contract.

4.6 A Bidder that has been suspended or sanctioned by CDB or against whom an MDB Debarment¹ or MDB Cross-Debarment² has been imposed, subject to the provisions of Section VI, shall be ineligible to Bid for or be awarded a CDB-financed contract or benefit from a CDB-financed contract, financially or otherwise, during such period of time as CDB shall have determined or an MDB Debarment or Cross-Debarment is in effect. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

4.7 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless CDB, at the Recipient's request, is satisfied that the debarment; (a) relates to Prohibited Practices, as

¹ A debarment imposed and announced publicly, on their official website, by at least one MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions in accordance solely with its internal sanctions policies and procedures.

² A debarment imposed and announced publicly pursuant to the provisions for mutual recognition and enforcement under the Agreement on Mutual Enforcement of Debarment Decisions.

defined in Section VI, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

4.8 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.

4.9 Bidders that are state-owned enterprise or institutions from an eligible country, as pursuant to Section V, may be eligible to Bid and be awarded a Contract(s) only if they can establish, in a manner acceptable to CDB, that they:

- (a) are legally and financially autonomous. “Legally autonomous” means a legal entity separate from the eligible country’s government. “Financially autonomous” means not receiving budget support from any public entity, and not being obliged to pass financial surplus to the same, except through dividends to shareholders;
- (b) operate under commercial law - Being vested with legal rights and liabilities similar to any commercial enterprise, including, being incorporated or established by statutory charter under local law; having the right:
 - (i) to enter into legally binding contracts;
 - (ii) to sue;
 - (iii) to be sued; and
 - (iv) to borrow money, being liable for the repayment of debts and being able to be declared bankrupt.

4.10 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient’s Country prohibits commercial relations with that country, provided that CDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.10 (a) above

by any country may be applied to that procurement across other countries involved, if CDB and the Recipients involved in the procurement agree.

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

5. Eligible Goods and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the CDB may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

Section I – Instructions to Bidders (ITB)

Section II – Bid Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV – Bidding Forms

Section V – Eligible Countries

Section VI – Prohibited Practices and Other Integrity Related Matters

PART 2 Works Requirements

Section VII – Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII – General Conditions (GC)

Section IX – Particular Conditions (PC), including Appendix A and B

Section X – Contract Forms

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

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in

accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

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

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

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the project site and obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into a contract for provision of the Requirements. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 Pursuant to ITB 7.2, where the Bidder and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting and/or a Site of Works visit, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so provided in the BDS, the Employer will organise a site visit.

7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions raised, without identifying the source, and the

responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) Completed Schedules, including priced Bills of Quantity or Activity Schedule, in accordance with ITB

12 and 14 and as provided in Section IV, Bidding Forms;

- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
- (d) alternative proposals if permissible, in accordance with ITB 13;
- (e) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and 20.3;
- (f) Technical Proposal in accordance with ITB 16;
- (g) documentary evidence, in accordance with ITB 17, establishing the Bidder's qualified status to perform the contract if its Bid is accepted;
- (h) In the case of a Bid submitted by a Joint Venture, Consortium or Association (JVCA), JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners; and
- (i) Any other document **required in the BDS**.

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms in Section IV, Bidding Forms. The forms must be completed as indicated in each form without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled with the information requested.

13. Alternative Proposals

13.1 Unless otherwise **indicated in the BDS**, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different alternative time for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's requirements as described in the Bidding Document and shall further provide all

information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

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

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a Bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.

14.5 If so indicated in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB

14.4, provided the Bids for all contracts are submitted and opened at the same time.

14.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payment shall be as **specified in the BDS**.

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

16. Documents Comprising the Technical Proposal

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

17. Documents Establishing the Qualifications of the Bidder

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder meets the qualification criteria, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time.

17.2 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer

substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the issuance of the Bidding document to the prequalified Bidders.

17.3 If so **required in the BDS**, a Bidder shall submit the Manufacturer's Authorisation using the form included in Section IV, Bidding Forms, where the Bidder does not manufacture or produce the goods it offers to supply.

17.4 If so **required in the BDS**, a Bidder shall submit evidence that it will be represented by an agent in the country, equipped and able to carry out the suppliers' maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and requirements where a Bidder does not conduct business within the Employer's country.

17.5 Regional Bidders, individually or in joint ventures, eligible for a regional margin of preference, if ITB 33 so allows, shall supply all necessary information required to demonstrate they satisfy the criteria detailed in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid which is valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, the Bidder granting the request shall also extend the Bid Security for 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid except as provided in ITB 19.3.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. In the case of adjustable price contracts, no adjustment shall be made. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

19. Bid Security

19.1 The Bidder shall furnish as part of its Bid, the original of either a Bid-Securing Declaration or a Bid Security using the relevant form included in Section IV, Bidding Forms. In the case of a Bid Security, the amount shall be **as specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee, in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee, issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified cheque; or
- (d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 48.

19.6 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a Performance Security in accordance with ITB 48.

19.8 The Bid Security or the Bid Securing Declaration of a JVCA shall be in the name of the JVCA that submits the Bid. If the JVCA has not been constituted into a legally-enforceable JVCA, at the time of Bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1 and 11.1(h).

19.9 If a Bid Security is not **required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48;

the Recipient may, if **provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as **stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL”. Alternative proposals, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Bid in the number **specified in the BDS**, and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

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

20.4 A Bid submitted by a JVCA shall be signed by an authorised representative of the JVCA on behalf of the JVCA, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.

20.5 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 Bidders may always submit their Bids by mail or by hand. Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process indicated in accordance with **BDS 1.1**; and
- (d) bear a warning not to open before the time and date for Bid opening.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**. When so **specified in the BDS** Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS**.

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, “MODIFICATION”; and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24.2, shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening.

25.5 The Employer shall open all other envelopes one at a time and read out: the name of the Bidder and the Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.

25.6 Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialled by representatives of the Employer attending Bid opening in the **manner indicated in the BDS**.

25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and

whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative proposals; and the presence or absence of a Bid Security or a Bid-Securing Declaration if one was requested.

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

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendations of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 45 or in the case of a Standstill Period an Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

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

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

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

28. Deviations, Reservations and Omissions

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

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

29. Determination of Responsiveness

29.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

29.3 A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works’ Requirements as specified in Section VII; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.4 The Employer shall examine the technical aspects of the Bid submitted, in accordance with ITB 16, to confirm that all requirements of Section VII have been met without any material deviation, reservation or omission.

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

**30. Non-conformities,
Errors and
Omissions**

30.1 Provided that a Bid is substantially responsive, the Employer may waive any quantifiable non-conformities in the Bid that do not constitute a material deviation, reservation or omission.

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

30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component. The adjustment shall be made in the manner **specified in the BDS**.

**31. Correction of
Arithmetical Errors**

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

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

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS**, a margin of preference³ for regional Bidders shall not apply.
- 34. Sub-contractors** 34.1 Unless otherwise **stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.
- 34.2 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works **as specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid in accordance with ITB 40
- 35.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

³ An individual firm is considered a regional Bidder for purposes of the margin of preference if it is registered in a CDB borrowing member country (BMC), has more than 50 percent ownership by nationals of CDB BMCs, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to firms from outside of CDB's BMCs. JVCA's are considered as regional Bidders and eligible for regional preference only if the individual member firms are registered in a BMC or have more than 50 percent ownership by nationals of CDB's BMCs, and the JVCA shall be/is registered in a BMC. The JVCA shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to firms from outside of CDB's BMCs. JVCA's between firms who are not from CDB's BMC and national firms will not be eligible for domestic preference.

⁴ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

⁵ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria).

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.

36. Comparison Bids

36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

37. Abnormally Low Bids

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regards to the Bidder's ability to perform the Contract for the offered Bid Price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document

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

38. Unbalanced or Front Loaded Bids

38.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the

consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.

38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20 % of the Contract Price.

39. Qualification of the Bidder

39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialised Subcontractors if permitted in the Bidding document) or any other firm(s) different from the Bidder.

39.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

40. Most Advantageous Bid

40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document; and
- (b) the lowest evaluated cost.

41. Employer's Right to Accept Any Bid and to Reject Any or All Bids

41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to

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

42. Standstill Period

42.1 Where it is **specified in the BDS** that a standstill period applies, the Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognised by CDB, the Standstill Period shall not apply.

43. Notification of Intention to Award

43.1 Subject to ITB 42 specifying that a standstill period applies, the Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, the Employer shall award the Contract to the Bidder whose Bid has been determined to be the Most Advantageous Bid.

45. Notification of Award

45.1 Prior to the expiration of the period of Bid validity and upon expiry of a Standstill Period, if specified in ITB 42.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter

of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

45.2 Within two (2) weeks after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) Bid prices as read out at Bid opening;
- (c) prices of each Bid as evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, the final total contract price, the contract duration and a summary of the scope of the contract awarded.

45.3 The Contract Award Notice shall be published on the Employer's website with free access, or, if not available, in at least one newspaper of national circulation in the Employer's country, or in the official gazette. The Contract Award Notice shall also be published by the Recipient on United Nations Development Business' (UNDB) website.

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

46. Debriefing by the Employer

46.1 Where a standstill period is not employed, any Bidder who wishes to ascertain the grounds on which its Bid was not selected, may request an explanation from the Employer once the Contract Award Notice has been published. The Employer shall promptly provide an explanation of why such Bid was not selected. The debriefing shall not include point-by-point comparisons with another Bid(s) and information that is confidential or commercially sensitive to other Bidders. The requesting Bidder shall bear all the costs of attending such a debriefing.

46.2 Where a standstill period is employed:

- (a) on receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing

to all unsuccessful Bidders whose request is received within this deadline;

(b) where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period; and

(c) where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.3 The debriefings of unsuccessful Bidders referred to in 46.1 and 46.2 may be done in writing or verbally at the option of the Employer. The Bidder shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.

47.2 The successful Bidder shall sign, date and return to the Employer the Contract Agreement within twenty-eight (28) days of its receipt.

48. Performance Security

48.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, subject to ITB 38.2, using for that purpose the Performance Security Form included in Section X (Contract Forms), or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, or execution of the Bid Security Declaration. In that event the Employer may award the Contract to the next Most Advantageous Bid.

49. Adjudicator

49.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

50. Complaints

50.1 The procedures for making a Procurement-related Complaint are **as specified in the BDS**.

Section II - Bid Data Sheet (BDS)

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

A. Introduction	
ITB 1.1	<p>The number of the Invitation for Bids is: <u>N/A</u></p> <p>The Employer is: <u>The Government of Montserrat</u></p> <p>The name of the bidding process is: <u>Works Associated with the Salem Community Resource Centre Rehabilitation</u></p> <p>The identification number of the bidding process is: _____</p> <p>The number and identification of lots (contracts) comprising this bidding process is: <u>N/A</u></p>
ITB 2.1	<p>The Recipient is: <i>The Government of Montserrat - Basic Needs Trust Fund (BNTF)</i></p> <p>The name of the Project is: The Salem Community Resource Centre Rehabilitation Project</p>

ITB 4.2	Maximum number of members in the JV shall be: <i>N/A</i> .
ITB 4.6	<p>A list of firms and individuals debarred by CDB is available on the Bank's external website.</p> <p>A list of firms and individuals publicly debarred under MDB Debarment and MDB Cross-Debarment (see footnotes 2 and 3 in Section 1 defining these terms) are available at:</p> <p>Asian Development Bank: https://www.adb.org/site/integrity/sanctions African Development Bank: https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures European Bank for Reconstruction and Development: https://www.ebrd.com/ineligible-entities.html Inter-American Development Bank: https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals World Bank: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</p>
B. Bidding Documents	
ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention:</p> <p style="padding-left: 40px;">Ms. Jennifer Meade Project Manager Basic Needs Trust Fund (Montserrat) Upstairs Public Market Robert W Griffith Little Bay Montserrat, West Indies Tel: 1(664) 491-2673 Email: meadejv@gov.ms</p>

ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: <i>Wednesday, 5 July 2023</i></p> <p>Time: <i>10:00 AM</i></p> <p>Place: <i>Salem Community Resource Centre</i></p> <p>A site visit conducted by the Employer shall be organised.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: <i>English</i></p> <p>The Contract will be signed in English, which shall be the governing language of the Contract.</p>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the bid:</p> <ol style="list-style-type: none"> <i>1. Letter of Bid</i> <i>2. Bill of Quantities</i> <i>3. Technical Proposal</i> <i>4. Bidder's Qualification</i>
ITB 11.1 (i)	<p>The Bidder shall submit with its bid the following additional documents: <i>Tax compliance certificate.</i></p> <p>Code of Conduct for Contractor's Personnel (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to the Contractor's and Sub-contractor's Personnel, to ensure compliance with the Contractor's Environmental, Social, Health and Safety (ESHS) obligations under the Contract.</p>
	<p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p>

	<p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental, Social, Health and Safety (ESHS) risks:</p> <ul style="list-style-type: none"> • <i>Sexual and Gender Based Violence (SGBV) prevention and response action plan;</i> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment, Social, Health and Safety Management Plan (C-ESHSM), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here.</p>
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted. <i>The time for completion shall be 150 calendar days.</i>
ITB 13.4	Alternative technical solutions shall not be permitted for any part of the Works.
ITB 14.6	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	<p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative <i>A</i> as described below:</p> <p>Alternative A (Bidders to quote entirely in local currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <i>East Caribbean Dollar (XCD)</i>, the name of the currency of the Employer’s country, and further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C, and</p>

	<p>shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p> <p>Alternative B (Bidders allowed to quote in local and foreign currencies):</p> <p>(a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p>
	<p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in <i>East Caribbean Dollar (XCD)</i>, the name of the currency of the Employer’s country, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in up to any three foreign currencies.</p>
ITB 17.2	N/A
ITB 17.3	N/A
ITB 18.1	The bid validity period shall be: <i>90 days</i> .
ITB 19.1	A Bid Security <i>shall not be</i> required. A Bid-Securing Declaration <i>shall be</i> required.
ITB 19.3 (d)	Other types of acceptable securities: <i>None</i>
ITB 19.9	N/A
ITB 20.1	In addition to the original of the Bid, the number of copies is: <i>one (1) copy</i> .
ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(a) Demonstrate the authority of the signatory to sign the Bid; and</p> <p>(b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>

D. Submission and Opening of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer’s address is: <i>The Chairman of the Public Procurement Board</i> <i>Ministry of Finance and Economic Management</i> <i>Government Headquarters</i> <i>Brades, Montserrat</i></p> <p>The deadline for Bid submission is:</p> <p>Date: 2 August 2023 Time: 2:00PM</p>
	Bidders <i>shall not</i> have the option of submitting their Bids electronically.
ITB 25.1	<p>The Bid opening shall take place at:</p> <p style="text-align: center;">Ministry of Finance and Economic Management Government Headquarters Brades, Montserrat</p> <p>Date: 2 August 2023 Time: 2:00PM</p> <p>If Bidders have the option of submitting their Bids electronically, the electronic Bid opening procedures shall be: <i>N/A</i></p>
ITB 25.6	The Letter of Bid and priced Bill of Quantities shall be initialled by two (2) representatives of the Employer conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 30.3	The adjustment shall be based on the <i>average</i> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

ITB 32.1	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 <i>Eastern Caribbean Dollar (XCD)</i> .
ITB 33.1	A margin of regional preference <i>shall not</i> apply.
ITB 34.1	At this time the Employer “ <i>does not intend</i> ” to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 34.2	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>40% of the total contract amount</i>.</p> <p>Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the Subcontractors and their qualification and experience.</p>
ITB 42.1	A standstill period <i>shall not</i> apply.
F. Award of Contract	
ITB 49.1	<p>The parties may agree on the appointment of a person to act as adjudicator. A person requested or selected to act as an adjudicator shall not be an employee of any of the parties to the dispute and shall declare any interest, financial or otherwise, in any matter relating to the dispute. If the parties are unable to agree the person to act as adjudicator, they must seek recommendations from RICS.</p> <p>(1) RICS, must communicate the selection of an adjudicator to the referring party within five days of receiving a request to do so.</p> <p>(2) Where RICS fails to comply with paragraph (1), the referring party may-</p> <p style="padding-left: 40px;">(a) agree with the other party to the dispute to request a specified person to act as adjudicator, or</p> <p>(3) The person requested to act as adjudicator shall indicate whether or not he is willing to act within two days of receiving the request.</p> <p>Where the person requested is unable or unwilling to act, or where he fails to respond within two days of receiving the request, the referring party may:</p>

	<p>(a) request another person (if any) specified in the contract to act as adjudicator, or</p> <p>(b) request RICS to select a person to act as adjudicator, or</p> <p>(c) request any other adjudicator nominating body to select a person to act as adjudicator.</p> <p>The person requested to act as adjudicator shall indicate whether or not he is willing to act within two days of receiving the request.</p>
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the Procurement Procedures for CDB Financed Projects (Annex 3).

Section III - Evaluation and Qualification Criteria

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

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1. Margin of Preference (ITB 33)

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

- (a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Recipient and accepted by CDB, a particular contractor or group of contractors qualifies for a regional preference. The Bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.
- (b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
 - (i) Group A: Bids offered by regional contractors eligible for the preference.
 - (ii) Group B: Bids offered by other contractors.

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

1.3 The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

2. Evaluation

2.1 In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply:

(a) Adequacy of Technical Proposal

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

(b) Multiple Contracts

Multiple contracts - not applicable

(c) Sustainable procurement

Not applicable

(d) Alternative Technical Solutions for specified parts of the Works

Technical alternatives shall not be permitted

(e) Other Criteria

Other Criteria shall not be permitted

3. Qualification

3.1 Eligibility and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Ineligibility	Not having been declared ineligible by CDB, as described in ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State Owned Entity	Bidder required to meet conditions of ITB 4.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid and Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations Resolution or Recipient's Country Law	Not having been excluded as a result of prohibition in the Recipient's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and 4.10.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁶ did not occur as a result of contractor's default since 1 st January 2020 .	Must meet requirement	Must meet requirement	Must meet requirement by itself ⁷	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid or Proposal Securing Declaration by the Employer	Not being under execution of a Bid or Proposal Securing Declaration pursuant to ITA 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/ arbitral award decisions against the Bidder ⁸ since 1 st January 2020	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

⁶Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

⁷This requirement also applies to contracts executed by the Bidder as JV member.

⁸The Bidder shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Application.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
2.5	Declaration: Environmental, Social, Health and Safety (ESHS) Past Performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, social, health and safety (including Sexual and Gender-based Violence) contractual obligations in ⁹ since 1 st January 2020.	Must make declaration: Where there are Specialised Sub-contractor/s, the Specialised Sub-contractor/s must also make the declaration.	N/A	Must make declaration: Where there are Specialised Sub-contractor/s, the Specialised Sub-contractor/s must also make the declaration.	N/A	Form CON – 3
3. Financial Situation							
3.1	Financial Performance	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as XCD 50,000.00 for the subject contract(s) net of the Bidder's other commitments.	(i) Must meet requirement	(i) Must meet requirement	(i) N/A	(i) N/A	Form FIN – 3.1 with attachments

⁹Information should be provided for the past five years. The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
3. Financial Situation cont'd							
3.1	Financial Performance	<p>(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.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 2 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	<p>(ii) Must meet requirement</p> <p>(iii) Must meet requirement</p>	<p>(ii) Must meet requirement</p> <p>(iii) N/A</p>	<p>(ii) N/A</p> <p>(iii) Must meet requirement</p>	<p>(ii) N/A</p> <p>(iii) N/A</p>	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of XCD 100,000.00 , calculated as total certified payments received for contracts in progress and/or completed within the last 2 years, divided by 2 years	Must meet requirement	Must meet requirement	Must meet 50% , of the requirement	Must meet 50% , of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
4. Experience							
4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years prior to the application submission deadline, starting 1 st January 2023 .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction and Contract Management Experience	(i) A minimum number of 2 similar contracts specified below that have been satisfactorily and substantially ¹⁰ completed as a prime contractor, JV member ¹¹ , management contractor or subcontractor between 1 st January 2016 and Application submission deadline.	Must meet requirement	Must meet requirement ¹²	N/A	N/A	Form EXP 4.2(a)
4.2 (b)		N/A	N/A	N/A	N/A	N/A	Form EXP – 4.2 (b)
4.2 (c)		N/A	N/A	N/A	N/A	N/A	Form EXP – 4.2 (c)

¹⁰ Substantial completion shall be based on 80% or more works completed under the contract.

¹¹ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, and role and responsibilities shall be considered to meet this requirement.

¹² In the case of JV, the value of contracts completed by its partners 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 partners each of value equal or more than the minimum value required shall be aggregated.

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

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

3.3 Equipment: *The Bidder must demonstrate that it has access to the key equipment listed hereafter:*

No.	Equipment Type and Characteristics	Minimum Number Required
1		
2		
3		
4		
5		

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

Section IV - Bidding Forms

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Letter of Bid

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

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Date: _____

Bidding No.: _____

To: The Chairman of The Public Procurement Board
 Ministry of Finance and Economic Management
 Government Headquarters
 Brades, Montserrat

We, the undersigned, declare that:

- (a) **No Reservations:** We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility and No Conflicts of Interest:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.8;
- (d) **Conformity:** We offer to execute in conformity with the Bidding document and in accordance with the construction schedule the following Works: **Rehabilitation the Salem Community Resource Centre;**
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: Option 1, in case of one lot: Total price is: _____ (\$ _____) ***words and figures:***

- (f) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by CDB. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid or any other Bid that you may receive.
- (k) **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in Prohibited Practices, as defined in Section VI of the Bidding Document.

Name of the Bidder: * _____

Name of the person duly authorised to sign the Bid on behalf of the Bidder:

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed ____ day of _____, _____.

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

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

Form of Bid-Securing Declaration

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

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

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

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Recipient for the period of time of **4 years** starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

Signed: _____

In the capacity of _____

Name: _____

Duly authorised to sign the bid for and on behalf of: _____

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

Technical Proposal Forms

Personnel

Equipment

Site Organisation

Method Statement

Mobilisation Schedule

Construction Schedule

ESHS Management Strategies and Implementation Plans

Code of Conduct for Contractor's Personnel (ESHS)

Others

Form PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

4.	Title of position: <i>[Social Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
5.	Title of position: Sexual and Gender Based Violence (SGBV) Expert <i>Where a Project SGBV risks are assessed to be high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation and assault cases</i>	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
6.	Title of position:	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

**Form PER-2:
Resumé and Declaration
Contractor’s Representative and Key Personnel**

Name of Bidder:		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional Qualifications:	
	Academic Qualifications:	
	Language Proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Employer:	
	Telephone:	Contact (Manager/Personnel Officer):
	Fax:	
	Job Title:	Years with present employer:

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

Project	Role	Duration of Involvement	Relevant Experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

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

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

Commitment	Details
Commitment to Duration of Contract:	
Time Commitment:	

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

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

Name of Contractor's Representative or **Key Personnel:**

Signature: _____

Date: _____ *[day month year]*

Countersignature of authorised representative of the Bidder:

Signature: _____

Date: _____ *[day month year]*

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type 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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of Owner	
	Address of Owner	
	Telephone	Contact Name and Title
	Fax	Email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Site Organisation

[insert Site Organisation information]

Method Statement

[insert Method Statement]

Mobilisation Schedule

[insert Mobilisation Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans (ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

Code of Conduct for Contractor’s Personnel (ESHS) Form

Note to the Bidder:

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

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

Code of Conduct for Contractor’s Personnel

We are the Contractor, _____ . We have signed a contract with the Government of Montserrat for The Rehabilitation the Salem Community Resource Centre. These Works will be carried out at the Salem Community Resource Centre Site where the Works will be carried out. Our contract requires us to implement measures to address environmental, social, health and safety risks related to the Works, including the risks of sexual and gender-based violence (SGBV).

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

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

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

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
 - (a) ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
 - (b) wearing required personal protective equipment;

- (c) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - (d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
 5. treat other people with respect, and not discriminate against specific groups such as but not limited to women, people with disabilities, indigenous peoples, migrant workers or children;
 6. not alterate, damage, remove or destruct cultural property or sites which is any natural or manmade areas sites, structures and remains of archaeological, historical, religious, spiritual, cultural or aesthetic value, which are part of a country's resource base and therefore of cultural heritage significance;
 7. abstain from any form of violence, harassment, intimidation, and/or exploitation, and aim seek peaceful resolution of conflicts;
 8. not engage in corrupt and fraudulent behaviours and transactions and avoid conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favours, are not provided to any person with whom there is a financial, family, or personal connection);
 9. maintain respectful interactions with the local community(ies), members of the local community (ies), and any affected person(s) (including with regard to their culture and traditions) and avoidance of any inconvenience to them (including for example noise at night, dumping of individual garbage other than in provided locations, damage to and destruction of community and/or cultural property);
 10. practice non-discrimination when inter-acting with the local community (including vulnerable groups), and the Employer's and other Contractor's Personnel (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status);
 11. not engage in any form of sexual harassment, including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with the local community, and the Employer's and other Contractor's Personnel;
 12. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In CDB financed Projects, sexual exploitation occurs when access to or benefit from CDB financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
 13. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration;

14. not engage in any form of sexual activity with individuals under the legal age of consent in the Recipient's country;
15. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual and Gender Based Violence (SGBV);
16. report violations of this Code of Conduct; and
17. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

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

1. **making a complaint to the project manager**

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

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

Consequences of Violating the Code of Conduct

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

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter appropriate action*] requesting an explanation.

Name of Contractor's Personnel: _____ [*insert name*]

Signature: _____

Date: _____ *[day month year]*

Countersignature of authorised representative of the Contractor:

Signature: _____

Date: _____ *[day month year]*

Others

Bidder's Qualification

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

The completed forms will be used for Bid evaluation purposes only and will not form part of the Contract.

Form ELI 1.1

Bidder Information Sheet

Date: _____
 Bidding No. and title: _____
 Page _____ of _____ pages

Bidder's legal name
In case of Joint Venture (JV), legal name of each partner:
Bidder's actual or intended country of constitution:
Bidder's actual or intended year of constitution:
Bidder's legal address in country of registration:
Bidder's authorised representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of: <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITA 4.4. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITA 4.9 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI 1.2 Bidder's Party Information Form

Date: _____

Bidding No. and title: _____ Salem Community Resource Centre Rehabilitation
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of registration:
<p>JV member's authorised representative information</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone/Fax numbers: _____</p> <p>E-mail address: <i>[indicate e-mail address]</i></p>
<p>1. Attached are copies of original documents of:</p> <p><input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITA 4.4.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2.</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITA 4.9 documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form CON – 2 Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder’s Legal Name: _____

Date: _____

Joint Venture Party Legal Name: _____

Bidding No. and title: _____ Salem Community Resource Centre Rehabilitation
Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2016. <input type="checkbox"/> Contract(s) not performed 1st January 2016			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount XCD
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

Year of Dispute	Amount in Dispute (currency)	Contract Identification	Total Contract Amount XCD
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History. <input type="checkbox"/> Litigation History, as indicated below.			
Year of Dispute	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: Name of Employer: Address of Employer: Matter in Dispute: Party who Initiated the Dispute: Reason(s) for Litigation and Award Decision	

Form CON – 3 ESHS Performance Declaration

Bidder's Name: _____

Date: _____

Joint Venture Member's or Specialised Subcontractor's Name: _____

Bidding No. and title: _____

Page ____ of ____ pages

Environmental, Social, Health and Safety (ESHS) Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the Performance Security for a contract for reasons related to Environmental, Social, Health and Safety (ESHS) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health and Safety (ESHS) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for suspension or termination:	
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for suspension or termination:	
...

Performance Security called by an employer(s) for reasons related to ESHS performance		
Year	Contract Identification	Total Contract Amount XCD
	Contract Identification: Name of Employer: Address of Employer: Reason(s) for calling of Performance Security:	

Form CCC**Current Contract Commitments/Works in Progress**

Bidders and each partner to a JVCA 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.

Name of Contract	Employer Contact Address/Tel/Fax	Value of Outstanding Work XCD	Estimated Completion Date	Average Monthly Invoicing over last Six Months (USD/Month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1 Financial Situation

(The following table shall be filled in for the Bidder and for each partner of a Joint Venture)

Bidder's Name: _____

Date: _____

Applicant's Party Legal Name: _____

Bidding No. and title: _____

Page ___ of ___ pages

1. Financial Data

Financial information in (USD equivalent in 000s)	Historic information for previous 3 years, (amount in XCD)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

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

No.	Source of Finance	Amount (XCD)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements to demonstrate that they continue to meet the financial requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹³ for the *[number]* years required above; and complying with the requirements

¹³ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Form FIN - 3.2 Average Annual Construction Turnover

(The following table shall be filled in for the Bidder and for each partner of a Joint Venture)

Bidder's Name: _____
 Date: _____
 JV Member Name: _____
 Bidding No. and title: _____
 Page __ of __ pages

Annual turnover data (construction only)			
Year	Amount and Currency	Exchange Rate	USD equivalent
Average Annual Construction Turnover*			

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

Form FIN – 3.3
Financial Resources

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

Source of Financing	Amount (USD equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1

General Construction Experience

Bidder's Legal Name: _____

Date: _____

JV Party's Legal Name: _____

Bidding No. and title: _____

Page ___ of ___ pages

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
		Contract Name: Brief Description of the Works performed by the Bidder: Amount of Contract: Name of Employer: Address:	
		Contract Name: Brief Description of the Works performed by the Bidder: Amount of Contract: Name of Employer: Address:	

* Refer to start of Section III - Evaluation and Qualification Criteria for date and source of exchange rate.

Form EXP - 4.2(a) Similar Construction Experience

Bidder's Legal Name: _____

Date: _____

JV Party's Legal Name: _____

Bidding No. and title: _____

Page ___ of ___ pages

Similar Contract No.	Information			
Contract Identification				
Award Date				
Completion Date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount				
If partner in a JV, or subcontractor, specify share in value in total Contract amount and roles and responsibilities				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

*Refer to start of Section III - Evaluation and Qualification Criteria for date and source of exchange rate.

Form EXP - 4.2(a) (cont.)
Similar Construction Experience

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
Amount	
Physical size of required works items	
Complexity	
Methods/Technology	
Construction Rate for Key Activities	
Other Characteristics	

Form EXP - 4.2(b) Construction Experience in Key Activities

Bidder's Legal Name: _____

Date: _____

JV's Party Legal Name: _____

Specialised Subcontractor's Legal Name (as per ITB 34): _____

Bidding No. and title: _____

Page __ of __ pages

All Specialised Subcontractors for key activities must complete the information in this form as per ITB 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No: 1

Total Quantity of Activity under the contract: _____

Item	Information			
Contract Identification				
Award Date				
Completion Date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year.	Total Quantity in the Contract (i)	Percentage Participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				

Item	Information
Employer's Name: Address: Telephone/fax number E-mail:	

2. Activity No. 2

Item	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

Form EXP - 4.2(c)

Specific Experience in Managing ESHS Aspects

Bidder's Legal Name: _____

Date: _____

JV Party's Name: _____

Bidding No. and title: _____

Page _____ of _____ pages

1. Key Requirement No. 1 in accordance with 4.2 (c): _____

Contract Identification				
Award Date				
Completion Date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			USD	
Details of relevant experience				

2. Key Requirement No. 2 in accordance with 4.2 (c): _____

3. Key Requirement No. 3 in accordance with 4.2 (c): _____

4. ...

Section V - Eligible Countries

1. In reference to ITA 4.4 eligible countries are
2. In reference to ITA 4.10, for the information of the Bidders, at the present time firms and individuals, supply of goods, or contracting of works or services, from the following countries are excluded from this bidding process:
 - (a) Under ITA 4.10 (a): *none*
 - (b) Under ITA 4.10 (b): *none.*

Section VI - Prohibited Practices and Other Integrity Related Matters

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, service providers, contractors, sub-contractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:

- (a) defines, for the purposes of this provision, Prohibited Practices as follows:
 - (i) **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
 - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
 - (v) **“obstructive practice”** is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts which impede the exercise of CDB's access, inspection and

audit rights provided for under Paragraph 1(f) below.

- (b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:
 - (i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
 - (ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or
 - (iii) is suspended or debarred by CDB for engaging in Prohibited Practices, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;
- (c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
- (d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
- (e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
- (f) requires Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub-contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor

or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

2. With the specific agreement of CDB, a Recipient may introduce, into Bid forms for contracts financed by CDB, an undertaking of the Bidder/Proposer to observe, in competing for and executing a contract, the laws of the country in which the Project is being carried out against Prohibited Practices, as listed in the tender or RFP documents, and similar associated documents¹. CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.
3. When conducting the evaluation of Bids/Proposals, the Recipient shall conduct integrity due diligence on Bidders/Proposers including to assess and mitigate any risks related to Prohibited Practices they may present and to check the eligibility of Bidders/Proposers against the lists of Firms and individuals temporarily suspended or debarred, pursuant to Paragraphs 1. (b), (c) and (d) above. The Recipient shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a Firm or individual which has been suspended or debarred in accordance with Paragraph 1. (b) and (c) after such contract was signed. The Recipient shall neither sign any new contracts nor sign any amendment, including any extension of time for completion, to an on-going contract with a temporarily suspended or debarred Firm or individual after the effective date of the suspension or debarment without CDB's prior review and no-objection (whether under prior or post review).

PART 2 – Employer’s Requirements

Section VII - Works’ Requirements

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Specifications

See Specifications

Environmental, Social, Health and Safety Requirements

Bidders interested in participating in the project must include a comprehensive environment and social policy statement. This statement should address the project's policy goal, which must be to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual and gender-based violence (SGBV), HIV/AIDS awareness and prevention and wide stakeholder engagement throughout the planning processes, programs, and activities of the parties involved in the execution of the Works.

The policy should establish a framework for monitoring, continuously improving processes and activities, and reporting on compliance with the policy. Overall, the environment and social policy statement should focus on promoting sustainable development and social responsibility while ensuring the safety and well-being of everyone involved in the project, including vulnerable populations. It must also adhere to relevant international conventions and standards and provide a clear plan for stakeholder engagement and continuous improvement throughout the project's life cycle.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the Particular Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

1. apply good international industry practice to protect and conserve the natural environment and to minimise unavoidable impacts;
2. provide and maintain a healthy and safe work environment and safe systems of work;
3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;
5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for SGBV, inhumane treatment, sexual activity with those under the age of consent under local legislation, and sexual harassment;
6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;

7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
8. engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
9. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers; and
10. minimise the risk of sexually transmitted diseases (STDs), including HIV transmission, and to mitigate the effects of STDs and HIV/AIDS associated with the execution of the Works.

Minimum Content of ESHS requirements

1. Environmental Protection:

Bidders should include measures to minimize environmental impacts on flora, fauna, and natural resources. This can be done by identifying the potential risks associated with the project and recommending ways to manage these risks. These may include the use of renewable energy sources, reduction of greenhouse gas emissions, and monitoring of air and water pollution.

2. Social Responsibility:

Bidders should consider the social implications of their Works. This may involve consultation with local communities, considering the rights of vulnerable groups, and ensuring that labor practices meet international standards. The policy should also address the potential impacts on cultural heritage sites and the handling and disposal of hazardous waste.

3. Health and Safety:

The policy should address health and safety concerns associated with the project, such as the use of hazardous materials or dangerous equipment. Bidders should also provide measures to protect the health and safety of workers, the public, and the environment. This may include the use of personal protective equipment, monitoring of air and water quality, and training of personnel according to international standards.

4. Compliance:

Bidders should include a commitment to comply with relevant international conventions or treaties, as well as national legal and regulatory requirements and standards. They should also ensure that the project comply with any consent or permit conditions, CDB's Environmental and Social Review Procedures, and any relevant sector standards. They should also provide measures for monitoring and evaluating the project's compliance with ESHS requirements throughout its lifecycle.

5. Grievance Redress Mechanism:

The policy should include a mechanism for addressing complaints and grievances related to the project. This may involve setting up a dedicated hotline, creating a complaint mechanism or committee, ensuring the confidentiality of whistle-blowers, and providing protection against

retaliation. The policy should also provide for the resolution of disputes between contractors and stakeholders, using transparent and fair processes.

In summary, bidders should include a clear and comprehensive ESHS policy in their bids, outlining their commitment to environmental, social, health, and safety responsibility. This should include measures to comply with legal and regulatory requirements, minimize environmental impacts, promote social responsibility, and ensure grievance redress mechanisms are in place for stakeholders. Ultimately, this policy should demonstrate the bidder's commitment to sustainability and responsible development.

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:

General Conditions of Contract

Sub-clause 3	Language and Law
Sub-clause 7.1	Subcontracting
Sub-clause 8.1	Other Contractors
Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor's Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18	Safety and Protection of the Environment
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warnings
Sub-clause 41.4	Payments

Payment for ESHS Requirements

The Contractor must fulfill the ESHS requirements, and the associated costs shall be included in the other items or activities listed in the Bill of Quantity. In instances when the Contractor must establish safe working systems, as well as safety protocols for mitigating traffic risks, such expenses shall be covered by the Bidder's rates for the relevant works. Alternatively, the Contractor may allocate provisional sums for distinct activities such as HIV counselling services or sensitization programs for SGBY. These provisions are meant to incentivize the Contractor to deliver ESHS outcomes beyond those specified in the Contract.

Drawings

[Insert a list of Drawings]

The actual Drawings, including site plans, are annexed in a separately.

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.
- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Adjudicator means the single person appointed under Clause 23.
- (r) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (s) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (t) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (u) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (v) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

- (w) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (x) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (y) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (z) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
 - (aa) PCC means Particular Conditions of Contract.
 - (bb) The Site is the area **defined as such in the PCC**.
 - (cc) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
 - (dd) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
 - (ee) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
 - (ff) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
 - (gg) Temporary Works are works designed, constructed, installed, and removed by the

Contractor that are needed for construction or installation of the Works.

- (hh) A Variation is an instruction given by the Project Manager which varies the Works.
- (ii) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement;
- (b) Letter of Acceptance;
- (c) Contractor's Bid;
- (d) Particular Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Specifications;
- (g) Drawings;
- (h) Bill of Quantities;¹⁴ and
- (i) any other document **listed in the PCC** as forming part of the Contract.

¹⁴ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's Country when:
- (a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors**
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works,

Plant, and Materials is an Employer's risk except loss or damage due to:

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies

- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety and Protection of the Environment** 18.1 The Contractor shall be responsible for the safety of all activities on the Site
- 18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site and to

any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit the Bank to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.

22.3 Pursuant to Appendix A to the Particular Conditions, the Contractor shall permit and shall cause its Subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC**.

25. Prohibited Practices and Other Integrity Related Matters

25.1 The Bank requires compliance with its policy in regard to Prohibited Practices and Other Integrity Related Matters as set forth in Appendix A to the PCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control**26. Programme**

26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Programme shall be consistent with those in the Activity Schedule.

26.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period

stated in the PCC. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 36. Contract Price¹⁵** 36.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the Contract Price¹⁶** 37.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 38. Variations** 38.1 All Variations shall be included in updated program¹⁷ produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

¹⁵ In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

¹⁶ In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Programme or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

¹⁷ In lump sum contracts, add "and Activity Schedules" after "Programmes."

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.¹⁸

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
- (c) description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerate the contract completion period; or

¹⁸ In lump sum contracts, delete this paragraph.

- (b) reduce the Contract Price or the life cycle costs to the Employer; or
- (c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yield any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Programme¹⁹ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall include the value of the quantities of work in the Bill of Quantities that have been completed.²⁰

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

¹⁹ In lump sum contracts, add "or Activity Schedule" after "Programme."

²⁰ In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of

the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are

not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currencies

44.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients²¹ **specified in the PCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the

²¹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency is added to the Contract Price.

Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done,

Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule

that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;

- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

57.3 If the Contractor, in the judgment of the Employer has engaged in Prohibited Practices, as defined Appendix A to the PCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Payment Upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 .If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been

frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. Suspension of Bank Financing

61.1 In the event that the Bank suspends the financing to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within seven days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

62. Eligibility

62.1 Contractors or joint venture partners shall have the nationality of an eligible country as **detailed in the PCC** and shall comply with the following:

- (a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;
- (b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and
- (c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e. more than fifty (50) percent of the value of the contract, will accrue or be paid to sub-contractors or sub-consultants that are not from an Eligible Country.

62.2 The equipment, material, and services to be incorporated in or required for the Works shall have their origin in any country with the exceptions **indicated in the PCC**.

Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: Caribbean Development Bank
GCC 1.1 (s)	The Employer is Government of Montserrat, Government Headquarters, Brades, Montserrat.
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be 150 Days .
GCC 1.1 (z)	The Project Manager is Ms. Jennifer Meade Project Manager Basic Needs Trust Fund (Montserrat) Upstairs Public Market Robert W Griffith Little Bay Montserrat, West Indies.
GCC 1.1 (bb)	The Site is located at <i>11/1/175 located in Salem, Montserrat.</i> and is defined in drawings No. <i>A103</i> .
GCC 1.1 (ee)	The Start Date shall be no later than 14 days after contract execution.
GCC 1.1 (ii)	The Works consist of <i>the renovation of the Salem Community Centre which includes, the repairs to the roof and floors. The construction of a sheltered walkway to accommodate access to bathroom shower facilities in the event of a hurricane, the performance of ground works, the creation of walkways after landscaping and drainage works, the construction of a sheltered step to connect two levels for ease of access from the building, the creation of wheelchair accessible areas withing the building etc.</i>
GCC 1.1 (jj)	The following is added as GCC 1.1. (jj): “ESHS” means environmental, social, health and safety (including Sexual and Gender Based Violence (SGBV)).
GCC 1.1 (kk)	The following is added as GCC 1.1. (kk): “SGBV” means Sexual and Gender Based Violence, as defined and explained in Appendix B to the Particular Conditions.
GCC 2.2	Sectional Completions are: <i>N/A</i>
GCC 2.3(i)	The following documents also form part of the Contract: (a) Agreement, (b) Letter of Acceptance, (c) Contractor’s Bid,

	<p>(d) Particular Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities, (i) the ESHS Management Strategies and Implementation Plans; and (j) Code of Conduct (ESHS) and (l) any other document listed in the PCC as forming part of the Contract.</p>
GCC 3.1	<p>The language of the contract is English.</p> <p>The law that applies to the Contract is the law of Montserrat.</p>
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>N/A</i>
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p>
GCC 9.2	<p>Code of Conduct (ESHS)</p> <p>The following is inserted at the end of GCC 9.2:</p> <p>“The reasons to remove a person include behaviour which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, sexual and gender based violence (SGBV), illicit activity or crime).”</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>the full reinstatement value of the Works.</i></p> <p>(b) For loss or damage to Equipment: \$50,000.00..</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract \$75,000.00.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: \$1,000,000.00.</p>

	(ii) of other people: \$1,000,000.00.
GCC 14.1	Site Data are: as per drawings
GCC 16.1	<p>ESHS Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
GCC 20.1	The Site Possession Date(s) shall be: be no later than 14 days after contract execution.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>RICS</i> .
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>To be agreed.</i>
GCC 24.4	<p>Institution whose arbitration procedures shall be used: <i>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International</p>

	<p>Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”</p> <p>The place of arbitration shall be: Montserrat</p>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Programme for the Works within <i>14</i> days from the date of the Letter of Acceptance.
GCC 26.2	<p>ESHS Reporting</p> <p>Inserted at the end of GCC 26.2:</p> <p>“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B to the Particular Conditions. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (e) any allegation of sexual and gender based violence (SGBV), sexual exploitation or abuse, sexual harassment or sexual misbehaviour, rape, sexual assault, child abuse or defilement, or other violations involving children.
GCC 26.3	<p>The period between Programme updates is 28 days.</p> <p>The amount to be withheld for late submission of an updated Programme is \$1000.00.</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 365 days.

D. Cost Control	
GCC 38.2	At the end of 38.2 add after the first sentence: “The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”
GCC 38.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be 25% of the reduction in the Contract Price.
GCC 40.7	<p>Add new GCC 40.7:</p> <p>40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> (a) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorised and/or inefficient combustion; (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (d) failing to have appropriate consents/permits prior to undertaking Works or related activities; (e) failure to submit ESHS report/s (as described in Appendix B), or failure to submit such reports in a timely manner; or (f) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 44.1	The currency of the Employer’s country is: <i>Eastern Caribbean Dollar (XCD)</i>

GCC 45.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>does not</i> apply.
GCC 46.1	The proportion of payments retained is: <i>5 percent</i>
GCC 47.1	The liquidated damages for the whole of the Works are <i>0.05 % of the final Contract Price</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>10% of the final Contract Price</i> .
GCC 48.1	The Bonus for the whole of the Works is <i>.05% percentage of final Contract Price</i> per day. The maximum amount of Bonus for the whole of the Works is <i>10% of the final Contract Price</i> .
GCC 49.1	The Advance Payments shall be: <i>10%</i> and shall be paid to the Contractor no later than <i>14 days from the date of contract execution</i> .
GCC 50.1	The Performance Security amount is <i>10% of the Contract Price</i> . (a) Bank Guarantee: <i>10% of the Contract Price</i> . (b) Performance Bond: <i>10% of the Contract Price</i> .
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is <i>prior to the issuance of the practical completion certificate</i> . The date by which “as built” drawings are required is <i>prior to the issuance of the practical completion certificate</i> .
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is <i>\$1,500</i> .
GCC 57.2 (g)	The maximum number of days is: <i>28 days</i> .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>10%</i> .
GCC 62.1	Eligible countries are <i>CDB member countries</i> .
GCC 62.5	Exceptions to the origin of equipment, material, and services are <i>none</i> .

APPENDIX A TO PARTICULAR CONDITIONS

Prohibited Practices and Other Integrity Related Matters

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, service providers, contractors, sub-contractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
 - (a) defines, for the purposes of this provision, Prohibited Practices as follows:
 - (i) **"corrupt practice"** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
 - (ii) **"fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **"collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) **"coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
 - (v) **"obstructive practice"** is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts which impede the exercise of CDB's access, inspection and

audit rights provided for under Paragraph 1. (f) below.

- (b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:
- (i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
 - (ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or
 - (iii) is suspended or debarred by CDB for engaging in Prohibited Practices or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;
- (c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
- (d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
- (e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
- (f) requires Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub-contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their

employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

APPENDIX B TO PARTICULAR CONDITIONS**Environmental, Social, Health and Safety (ESHS)
Metrics for Progress Reports**

Metrics for regular reporting:

- (a) environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- (b) health and safety incidents, accidents, injuries and all fatalities that require treatment;
- (c) interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- (d) status of all permits and agreements:
 - (i) work permits: number required, number received, actions taken for those not received;
 - (ii) status of permits and consents;
 - (iii) list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

- (e) health and safety supervision:
 - (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- (f) worker accommodations:
 - (i) number of expats housed in accommodations, number of locals;
 - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- (g) STDs and HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- (h) gender (for expats and locals separately): gender and age (for expats and locals separately): number of female workers, number of females in technical (higher skilled) professions and number of youth (15-30 years) as a percentage of workforce;
- (i) training:
 - (i) number of new workers, number receiving induction training, dates of induction training;
 - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - (iii) number and dates of STDs and HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) number and dates of Sexual and Gender Based Violence (SGBV)²² sensitisation and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

²² SGBV” is an umbrella term for any harmful act that is perpetrated against a person's will and that is based on socially ascribed differences between males or females or on biological differences. It includes acts that inflict physical, sexual or mental harm or suffering, threats of such acts, coercion, and other deprivations of liberty. These acts can

- (j) environmental and social supervision:
 - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, STD/HIV/AIDS centre, community centres, etc.), highlights of activities (including violations of environmental and/or social requirements or code of conduct observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - (iii) community liaison person(s): days worked (hours community centre open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- (k) Grievances: list new grievances (e.g. allegations of SGBV) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - (i) Worker grievances.
 - (ii) Community grievances.
- (l) Traffic and vehicles/equipment:
 - (i) traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

occur in public or in private. Sexual Exploitation and Assault (SEA) and Sexual Harassment fall under the umbrella term of SGBV whereby SEA is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual exploitation occurs when access to or benefit from a good or services is used to extract sexual gain. Sexual assault is further defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration

- (m) Environmental mitigations and issues (what has been done):
- (i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
 - (viii) details of water and swamp protection mitigations required undertaken in the reporting period.
- (n) compliance:
- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (iii) compliance status of SGBV prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section X - Contract Forms

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

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Notification of Intention to Award
[only applies in the case of a standstill period]

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorised Representative named in the Bidder Information Form]

For the attention of Bidder's Authorised Representative.

Name: _____ *[insert Authorised Representative's name]*

Address: _____ *[insert Authorised Representative's Address]*

Telephone/Fax numbers: _____ *[insert Authorised Representative's telephone/fax numbers]*

Email Address: _____ *[insert Authorised Representative's email address]*

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

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

Notification of Intention to Award

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

Project: _____ *[insert name of project]*

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

Country: _____ *[insert country where bidding process is issued]*

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

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

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

- (a) request a debriefing in relation to the evaluation of your Bid, and/or

- (b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The Successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

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

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

- 3. Reason/s why your Bid was unsuccessful**

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

- 4. How to Request a Debriefing**

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: _____ *[insert full name of person, if applicable]*

Title/Position: _____ *[insert title/position]*

Agency: _____ *[insert name of Employer]*

Email address: _____ *[insert email address]*

Fax number: _____ *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to Make a Complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: _____ *[insert full name of person, if applicable]*

Title/Position: _____ *[insert title/position]*

Agency: _____ *[insert name of Employer]*

Email address: _____ *[insert email address]*

Fax number: _____ *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Procedures for Projects Financed by CDB. You should read these provisions before preparing and submitting your complaint. In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this Bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the aforementioned Procurement Procedures.

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/Position: _____

Telephone: _____

Email: _____

Letter of Acceptance

[On Letterhead of the Employer]

[Date]

To: _____ *[Name and Address of the Contractor]*

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 49.1 and GCC 23.1.

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Bid;
 - (c) the Addenda Nos _____ *[insert addenda numbers if any]*;
 - (d) the Particular Conditions;
 - (e) the General Conditions;
 - (f) the Specification;
 - (g) the Drawings;
 - (h) the Bills of Quantity²³; and
 - (i) any other documents **listed in the PCC** as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

²³In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [Montserrat](#) on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf of the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

Performance Guarantee No.: _____

We have been informed that _____ *[Name of the Contractor]* (hereinafter called “the Contractor”) has entered into Contract No. _____ *[Reference number of the Contract]* dated _____ with you, for the execution of _____ *[Name of contract and brief description of Works]* (hereinafter called “the Contract”).

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

At the request of the Contractor, we _____ *[Name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[Name of the currency and amount in figures]*¹ _____ *[Amount in words]* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the _____ day of _____², and any demand for payment under it 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.

[Seal of Bank and Signature(s)]

Note –

All italicised text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.*

² *Insert the date 28 days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Performance Security (Performance Bond)

Bond No. _____

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

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 _____ for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

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

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

Advance Payment Guarantee No.: _____

We have been informed that _____ *[Name of the Contractor]* (hereinafter called “the Contractor”) has entered into Contract No. _____ *[Reference number of the Contract]* dated _____ with you, for the execution of _____ *[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 _____ *[Name of the currency and amount in figures]* _____ *[Amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ *[Name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[Name of the currency and amount in figures]* _____ *[Amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ *[Contractor's account number]* at _____ *[Name and address of the Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of², 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.

_____ *[Seal of Bank and Signature(s)]*

Note: All italicised text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

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