

GENERIC MASTER PROCUREMENT DOCUMENT

This Generic Master Procurement Document has been prepared through the joint efforts of the Multilateral Development Banks (MDBs) and International Financial Institutions (IFIs), namely: the Asian Development Bank (ADB), African Development Bank (AfDB); Black Sea Trade and Development Bank (BSTDB), Caribbean Development Bank (CDB), Commission of the European Communities (CEC), European Bank for Reconstruction and Development (EBRD), European Investment Bank (EIB), Inter-American Development Bank (IDB), International Bank for Reconstruction and Development (IBRD), Nordic Development Fund (NDF), North American Development Bank (NADB), and the United Nations Development Programme (UNDP). The Generic Master Procurement Document is intended to be used as a model by these organizations for issuing and maintaining better harmonized Master Procurement Documents for each of the major types of procurement, based on which the Banks develop their individual Standard Procurement Documents. The document is intended to be followed, insofar as possible, while allowing for procurement type specific, institutional and member country considerations. The text shown in *Italics* corresponds to institution specific clauses that each MDB and IFI will replace with the provisions applicable to each procurement type and consistent with its respective policy. Each MDB and IFI will draft its own User's Guide for each of the procurement type specific Standard Procurement Documents.

July 2008



Foreword

This Generic Master Procurement Document has been prepared by the Multilateral Development Banks and International Financing Institutions to be used as a model by these institutions for issuing and maintaining better harmonized Master Procurement Documents for each of the major types of procurement financed by the Banks (e.g., Works, Goods, Small Works, Plant Design, Supply and Installation, etc.), on which basis each Bank develops its individual Standard Procurement Documents for the use of its Borrowers.

The document is intended to be followed, insofar as possible, while allowing for procurement type, institutional and member country considerations.

Summary Description

The Generic Master Procurement Document comprises matrices of generic clauses organized by sections that correspond to the structure developed by the Banks for Master Procurement Documents. The generic clauses, as indicated by the check marks in each matrix, apply to all or some of the most common procurement types for which there is a Master Procurement Document. The blank spaces in some of the generic clauses allow for tailoring of the text to the particular type of procurement to which they apply, and the text shown in italics corresponds to institution specific clauses that each MDB/IFI will replace with provisions consistent with its respective policy.

A brief description of the parts, sections, and contents of the Generic Procurement Document is given below.

Generic Master Procurement Document

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides 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. Bidding Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the generic forms for the Bid Submission, Price Schedules, Bid Security, and necessary authorizations to be submitted with the Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – REQUIREMENTS

Section VI. Requirements

This Section includes the requirements defined by the contracting entity, which may include Delivery and Completion Schedules, Technical Specifications, Terms of Reference, and Drawings that describe the goods and/or services to be procured.

PART 3 – CONTRACT

Section VII. General Conditions

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

Section VIII. Particular Conditions

This Section includes clauses specific to each contract that modify or supplement Section VII, General Conditions.

Section IX: Contract Forms

This Section includes a generic form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid if permitted under the Instructions to Bidders, the General Conditions, and the Special Conditions.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

For information, an “Invitation for Bids” generic form is provided at the end of the Generic Master Procurement Document.

Table of Contents

PART 1 – Bidding Procedures	1-1
Section I. Instructions to Bidders.....	1-3
Section II. Bidding Data Sheet.....	1-23
Section III. Evaluation and Qualification Criteria	1-29
Section IV. Bidding Forms	1-33
Section V. Eligible Countries	1-65
PART 2 – Requirements	2-1
Section VI. Requirements	2-3
PART 3 – Contract	3-1
Section VII. General Conditions.....	3-3
Section VIII. Particular Conditions.....	3-19
Section IX. Contract Forms	3-21

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General.....	1-5
1. Scope of Bid.....	1-5
2. Source of Funds	1-5
3. <i>Fraud and Corruption</i>	1-5
4. Eligible Bidders	1-6
5. Eligible Goods and Services	1-8
B. Contents of Bidding Document	1-8
6. Sections of Bidding Document	1-8
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	1-9
8. Amendment of Bidding Document.....	1-10
C. Preparation of Bids	1-10
9. Cost of Bidding.....	1-10
10. Language of Bid.....	1-10
11. Documents Comprising the Bid.....	1-10
12. Letter of Bid, and Schedules.....	1-11
13. <i>Alternative Proposals</i>	1-11
14. Bid Prices and Discounts	1-11
15. Currencies of Bid and Payment	1-12
16. Documents Establishing the Qualifications of the Bidder.....	1-12
17. Documents Establishing the Eligibility of the Goods and Services	1-12
18. Period of Validity of Bids	1-12
19. Bid Security	1-13
20. Format and Signing of Bid.....	1-14
D. Submission and Opening of Bids	1-15
21. Submission, Sealing and Marking of Bids.....	1-15
22. Deadline for Submission of Bids	1-15
23. Late Bids	1-15
24. Withdrawal, Substitution, and Modification of Bids.....	1-16
25. Bid Opening.....	1-16
E. Examination of Bids.....	1-17
26. Confidentiality	1-17
27. Clarification of Bids.....	1-17
28. Determination of Responsiveness.....	1-18
F. Bid Evaluation and Comparison.....	1-19
30. Correction of Arithmetical Errors.....	1-19
31. Conversion to Single Currency.....	1-19
32. Bid Adjustments.....	1-19
33. Qualification of the Bidder	1-20
34. [... <i>Employer or Purchaser</i> 's Right to Accept Any Bid, and to Reject Any or All Bids.....	1-20

G. Award of Contract	1-21
35. Award Criteria	1-21
36. Notification of Award	1-21
37. Signing of Contract.....	1-21
38. Performance Security.....	1-22

Goods	Small Works	Works	Plants
√	√	√	√
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√	√	√	√
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√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√

process or affect the execution of a contract;

(b) *will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;*

(c) *will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;*

(d) *will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and*

(e) *will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.*

3.2 Furthermore, Bidders shall be aware of the provision stated in Section VII, General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a *natural person, private entity, government-owned entity*—subject to ITB 4.5—*or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA)*. In the case of a joint venture, *consortium, or association*:

(a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and

(b) the *JVCA* 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 *JVCA* during the bidding process and, in the event the *JVCA* is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. *A Bidder may be considered to have a conflict of*

Goods	Small Works	Works	Plants	
√	√	√	√	(a) <i>they have a controlling partner in common; or</i>
√	√	√	√	(b) <i>they receive or have received any direct or indirect subsidy from any of them; or</i>
√	√	√	√	(c) <i>they have the same legal representative for purposes of this bid; or</i>
√	√	√	√	(d) <i>they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the [...Employer or Purchaser] regarding this bidding process; or</i>
√	√	√	√	(e) <i>a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or</i>
√	√	√	√	(f) <i>a Bidder participated as a consultant in the preparation of Section VI, Requirements that are the subject of the bid.</i>
√	√	√	√	(g) <i>a Bidder or any of its affiliates has been hired, or is proposed to be hired, by the [...Employer or Purchaser] or the Borrower for the supervision of the contract.</i>
√	√	√	√	4.4 A Bidder that is under a declaration of ineligibility by the Bank, at the date of the deadline for bid submission or thereafter, shall be disqualified.
√	√	√	√	4.5 <i>Government-owned entities in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the [...Employer or Purchaser] or the Borrower..</i>
√	√	√	√	4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the [...Employer or Purchaser], as the [...Employer or Purchaser] shall reasonably request.
√	√	√	√	4.7 ¹ <i>Firms shall be excluded if:</i>
√	√	√	√	(a) <i>as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or</i>
√	√	√	√	(b) <i>by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.</i>
√	√	√	√	4.8 ² In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

¹ For the purposes of clause number alignment, ITB 4.8 from MPD Plant and MPD Small Works becomes ITB 4.7

² To be consistent across all MPDs

Goods	Small Works	Works	Plants	
√	√	√	√	5. Eligible Goods and Services
√	√	√	√	5.1 All Goods and Related Services to be supplied under the Contract and financed by the Bank, shall have as their country of origin an eligible country of the Bank as listed in Section V, Eligible Countries.
√	√	√	√	5.2 For purposes of this Clause, the term goods includes commodities, raw material, machinery, equipment, and industrial plants; and Services includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
√	√	√	√	5.3 <i>The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</i>
√	√	√	√	5.4 <i>The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.</i>
√	√	√	√	B. Contents of Bidding Document
√	√	√	√	6. Sections of Bidding Document
√	√	√	√	6.1 The Bidding Document consists 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
				<ul style="list-style-type: none"> • 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
√	√	√	√	PART 2 Requirements
				<ul style="list-style-type: none"> • Section VI. Requirements
√	√	√	√	PART 3 Conditions of Contract and Contract Forms
				<ul style="list-style-type: none"> • Section VII. General Conditions of Contract (GCC) • Section VIII. Particular Conditions of Contract (PCC) • Section IX. Contract Forms
√	√	√	√	6.2 The Invitation for Bids issued by the [... <i>Employer or Purchaser</i>] is not part of the Bidding Document.
√	√	√	√	6.3 The Bidder shall obtain the Bidding Document from the source stated by the [... <i>Employer or Purchaser</i>] in the Invitation for Bids; otherwise the [... <i>Employer</i>

Goods	Small Works	Works	Plants	
√	√	√	√	8. Amendment of Bidding Document
√	√	√	√	8.1 At any time prior to the deadline for submission of bids, the [... <i>Employer or Purchaser</i>] 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 [... <i>Employer or Purchaser</i>] 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 [... <i>Employer or Purchaser</i>] 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 [... <i>Employer or Purchaser</i>] shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
√	√	√	√	10. Language of Bid
√	√	√	√	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the [... <i>Employer or Purchaser</i>], 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 that language, 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
√	√	√	√	(b) Completed Schedules as provided in Section IV, Bidding Forms;
√	√	√	√	(c) Bid Security or <i>Bid Securing Declaration</i> , in accordance with ITB 19;
√	√	√	√	(d) at the Bidder's option, alternative proposals, if permissible, in accordance with ITB 13;
√	√	√	√	(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
√	√	√	√	(f) <i>documentary evidence establishing the eligibility of the Goods and Services offered by the Bidder, in accordance with ITB 17.1 ;</i>
√	√	√	√	(g) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms;

Goods	Small Works	Works	Plants	
√	√	√	√	(h) documentary evidence as specified in the BDS, establishing the conformity of the [goods and services/Technical Proposal/Plant and Installation Services] offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms;
√	√	√	√	(i) in the case of a bid submitted by a 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;
√	√	√	√	(j) 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 furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.
√	√	√	√	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, as will the method of evaluating different times for completion.
√	√	√	√	13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the [...Employer or Purchaser]'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 or Purchaser], including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the [...Employer or Purchaser].
√	√	√	√	13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the requirements, and such parts shall be identified in the BDS, as will the method for their evaluation, and described in Section VI, Requirements.
√	√	√	√	14.³ 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 requirement specified in ITB 14.2.
√	√	√	√	14.2 Unless otherwise provided in the BDS and the General Conditions of Contract (GCC), the prices quoted by the Bidder shall be fixed.
S	S	S	S	14.3 These ITB Clauses should remain MPD-specific

³ For the purposes of clause number alignment, ITB 17 from MPD Plant has been renumbered ITB 14

Goods	Small Works	Works	Plants	
√	√	√	√	15. Currencies of Bid and Payment
√	√	√	√	15.1 The currency(ies) of the bid and the currency(ies) for payment shall be as specified in the BDS.
√	√	√	√	16.⁴ Documents Establishing the Qualifications of the Bidder
√	√	√	√	16.1 To establish its qualifications to perform the Contract the Bidder shall provide the information requested in Section III, Evaluation and Qualification Criteria.
√	√	√	√	16.2 If so required in the BDS, a Bidder shall submit the Manufacturer's Authorization, using the form included in Section IV, Bidding Forms where the Bidder does not manufacture or produce the Goods it offers to supply.
√	√	√	√	16.3 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 Supplier's 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 or Purchaser]'s Country.
	√	√		16.4 <i>Bidders, individually or in joint ventures, applying for eligibility for margin of preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 32.2.</i>
√	√	√	√	17.⁵ Documents Establishing the Eligibility of the Goods and Services
√	√	√	√	17.1 To establish the eligibility of the Goods and Services in accordance with ITB Clause 5, Bidders shall complete the forms, included in Section IV, Bidding Forms.
√	√	√	√	18.⁶ 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 or Purchaser]. A bid valid for a shorter period shall be rejected by the [...Employer or Purchaser] as non responsive.
√	√	√	√	18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the [...Employer or Purchaser] 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 twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, <i>except as provided in ITB 18.3.</i>
√	√	√	√	18.3 <i>In the case of fixed price contracts, if the award is delayed by a period exceeding</i>

⁴ For the purposes of clause number alignment, ITB 15 from MPD Plant has been renumbered ITB 16 and ITB 17 from MPD Works has been renumbered ITB 16

⁵ For the purposes of clause number alignment, ITB 14 from MPD Plant has been renumbered ITB 17

⁶ For the purposes of clause number alignment, ITB 20 from MPD Goods has been renumbered ITB 19 and ITB 18 from MPD Works has been renumbered ITB 19

Goods	Small Works	Works	Plants	
				<i>fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.</i>
√	√	√	√	19. Bid Security
√	√	√	√	19.1 The Bidder shall furnish as part of its bid, the original of <i>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 bid security amount and currency shall be as specified in the BDS.</i>
√	√	√	√	19.2 <i>A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.</i>
√	√	√	√	19.3 <i>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:</i> (a) an unconditional guarantee issued by a bank <i>or surety</i> ; (b) an irrevocable letter of credit; or (c) a cashier's or certified check <i>from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the [...Employer or Purchaser]'s Country, the issuer shall have a correspondent financial institution located in the [...Employer or Purchaser]'s Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the [...Employer or Purchaser] 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.</i>
√	√	√	√	19.4 <i>If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the [...Employer or Purchaser] as non responsive.</i>
√	√	√	√	19.5 <i>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 38.</i>
√	√	√	√	19.6 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 <i>or the Bid-Securing Declaration executed:</i>
√	√	√	√	(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:

Goods	Small Works	Works	Plants	
√	√	√	√	(i) sign the Contract in accordance with ITB 37; or
√	√	√	√	(ii) furnish a performance security in accordance with ITB 38.
√	√	√	√	(iii) <i>or refuses to accept corrections of arithmetical errors pursuant to ITB 30</i>
√	√	√	√	19.8 The Bid Security <i>or the Bid Securing Declaration</i> of a JVCA shall be in the name of the JVCA that submits the bid. <i>If the JVCA has not been legally 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 referred to in ITB 4.1.</i>
√	√	√	√	19.9 <i>If a Bid-Securing Declaration is executed in accordance with ITB 19.7, the [...Employer or Purchaser] will declare the Bidder ineligible to be awarded a contract by the [...Employer or Purchaser] for the period of time stated in the Form of Bid-Securing Declaration.</i>
√	√	√	√	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 <i>proposals</i> , if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
√	√	√	√	20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. <i>All pages of the bid where entries have been made shall be signed or initialed by the person signing the bid.</i>
√	√	√	√	20.3 A bid submitted by a JVCA shall comply with the following requirements:
√	√	√	√	(a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
√	√	√	√	(b) Include the Representative’s authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.
√	√	√	√	20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

Goods	Small Works	Works	Plants	
√	√	√	√	23.1 The [... <i>Employer or Purchaser</i>] shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the [... <i>Employer or Purchaser</i>] after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
√	√	√	√	24.¹⁰ Withdrawal, Substitution, and Modification of Bids
√	√	√	√	24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
√	√	√	√	(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
√	√	√	√	(b) received by the [... <i>Employer or Purchaser</i>] 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.
√	√	√	√	25.¹¹ Bid Opening
√	√	√	√	25.1 The [... <i>Employer or Purchaser</i>] shall conduct the bid opening in public, in the presence of Bidders’ designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, 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 authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid.

⁹ For the purposes of clause number alignment, ITB 25 from MPD Goods has been renumbered ITB 24 and ITB 23 from MPD Works has been renumbered ITB 24

¹⁰ For the purposes of clause number alignment, ITB 26 from MPD Goods has been renumbered ITB 25 and ITB 24 from MPD Works has been renumbered ITB 25

¹¹ For the purposes of clause number alignment, ITB 27 from MPD Goods has been renumbered ITB 26 and ITB 25 from MPD Works has been renumbered ITB 26

Goods	Small Works	Works	Plants
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√

No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

25.3 The [...*Employer or Purchaser*] shall open all other envelopes one at a time and read out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, alternative bids, the presence or absence of a bid security or *Bid-Securing Declaration*; and any other details as the [...] may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

25.4 The [...*Employer or Purchaser*] 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 if applicable, including any discounts and alternative proposals; and the presence or absence of a bid security or a *Bid-Securing Declaration*. 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, and posted online when electronic bidding is permitted.

E. Examination of Bids

26¹² Confidentiality

26.1 Information relating to the evaluation of bids 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.

26.2 Any attempt by a Bidder to influence *improperly* the [...*Employer or Purchaser*] in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

26.3 *Notwithstanding ITB 26.1*, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the [...*Employer or Purchaser*] on any matter related to the bidding process, it should do so in writing.

27.¹³ Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the [...*Employer or Purchaser*] 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 or Purchaser*] shall not be considered. The [...*Employer or Purchaser*]'s request for clarification and the response shall be in writing. No change in the prices or substance

¹² For the purposes of clause number alignment, ITB 28 from MPD Goods has been renumbered ITB 27 and ITB 26 from MPD Works has been renumbered ITB 27

¹³ For the purposes of clause number alignment, ITB 29 from MPD Goods has been renumbered ITB 28 and ITB 27 from MPD Works has been renumbered ITB 28

Goods	Small Works	Works	Plants	
√	√	√	√	27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the [... <i>Employer or Purchaser</i>]'s request for clarification, its bid may be rejected.
√	√	√	√	28.¹⁴ Determination of Responsiveness
√	√	√	√	28.1 The [... <i>Employer or Purchaser</i>]'s determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
√	√	√	√	28.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
√	√	√	√	(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.
√	√	√	√	28.3 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 Requirements as specified in Section VI; or
√	√	√	√	(ii) limit in any substantial way, inconsistent with the Bidding Document, the [... <i>Employer or Purchaser</i>]'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.
√	√	√	√	28.4 The [... <i>Employer or Purchaser</i>] shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.
√	√	√	√	28.5 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the [... <i>Employer or Purchaser</i>] and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
√	√	√	√	28.6 Provided that a bid is substantially responsive, the [... <i>Employer or Purchaser</i>] may waive any quantifiable nonconformities in the bid that do not constitute a material deviation, reservation or omission.
√	√	√	√	28.7 <i>Provided that a bid is substantially responsive, the [...<i>Employer or Purchaser</i>]</i>

¹⁴ For the purposes of clause number alignment, ITB 31 from MPD Goods has been renumbered ITB 30 and ITB 29 from MPD Works has been renumbered ITB 30

Goods	Small Works	Works	Plants
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√
√	√	√	√

Purchaser] may require the Bidder to produce detailed price analyses for any or all items of the *Bill of Quantities*, to demonstrate the internal consistency of those prices with the methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the [*...Employer or Purchaser* may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the [*...Employer or Purchaser* against financial loss in the event of default of the successful Bidder under the Contract.

32.¹⁹ Qualification of the Bidder

32.1 The [*...Employer or Purchaser*][. . .] shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 16.

32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the [*...Employer or Purchaser*][. . .] shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily.

32.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price.

33.²⁰ [*...Employer or Purchaser* ’s Right to Accept Any Bid, and to Reject Any or All Bids

33.1 The [*...Employer or Purchaser*] 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.

¹⁹ For the purposes of clause number alignment, ITB 37 from MPD Goods has been renumbered ITB 36 and ITB 35 from MPD Works has been renumbered ITB 36

²⁰ For the purposes of clause number alignment, ITB 38 from MPD Goods has been renumbered ITB 37 and ITB 36 from MPD Works has been renumbered ITB 37

Goods	Small Works	Works	Plants	
√	√	√	√	36.4 <i>Notwithstanding ITB 36.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the [...Employer or Purchaser], to the country of the [...Employer or Purchaser], or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the [...Employer or Purchaser]and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract Agreement.</i>
√	√	√	√	37.²⁴ Performance Security
√	√	√	√	37.1 Within twenty-eight (28) days of the receipt of notification of award from the [...Employer or Purchaser], the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 31.3, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the [...Employer or Purchaser]. 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 or Purchaser]. A foreign institution providing a bond shall have a correspondent financial institution located in the [...Employer or Purchaser]'s Country.
√	√	√	√	37.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, or execution of the Bid Security Declaration. In that event the [...Employer or Purchaser] may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the [...Employer or Purchaser] to be qualified to perform the Contract satisfactorily.
	√	√	√	37.3 <i>The above provision shall also apply to the furnishing of a domestic preference security if so required.</i>

²⁴ For the purposes of clause number alignment, ITB 44 from MPD Goods has been renumbered ITB 42 and ITB 41 from MPD Works has been renumbered ITB 42

Section II. Bidding Data Sheet

Goods	Small Works	Works	Plants A	Plants B		
√	√	√	√	√	A. General	
√	√	√	√	√	1.1	The [... <i>Employer or Purchaser</i>] is: _____
√	√	√	√	√	1.1	The name of the bidding process is: <i>[insert complete name]</i> The identification number of the bidding process is: <i>[insert identification number]</i> The number and identification of lots comprising this bidding process are: <i>[insert number and identification of each lot, if applicable]</i>
√	√	√	√	√	2.1	The Borrower is: <i>[insert complete name]</i> _____
√	√	√	√	√	2.1	The name of the Project is: <i>[insert name of the Project]</i>
√	√	√	√	√	4.1 (a)	<i>The individuals or firms in a JVCA, [insert “shall” or “shall not”] be jointly and severally liable.</i>
√	√	√	√	√	B. Contents of Bidding Documents	
√	√	√	√	√	7.1	For clarification purposes only, the <i>Employer’s</i> address is: Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> Facsimile number: <i>[insert phone number, with country and city codes]</i> Electronic mail address: <i>[insert email address, if applicable]</i> Requests for clarification should be received by the <i>Employer</i> no later than <i>[insert no. of days]</i> , prior to the deadline for submission of Bids.
√	√	√	√	√	7.4	A Pre-Bid meeting <i>[insert “shall” or “shall not”]</i> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: Date: <i>[insert date, if applicable]</i>

Goods	Small Works	Works	Plants A	Plants B		
						<p>Time: <i>[insert time, if applicable]</i></p> <p>Place: <i>[insert place, if applicable]</i></p> <p>A site visit conducted by the [...] <i>[insert “shall be” or “shall not be”]</i> organized.</p> <p>If a Site Visit is organized, it will be at the following date, time and place:</p> <p>Date: <i>[insert date, if applicable]</i></p> <p>Time: <i>[insert time, if applicable]</i></p> <p>Place: <i>[insert place, if applicable]</i></p>
					C. Preparation of Bid	
√	√	√	√	√	10.1	The language of the bid is: <i>[insert language]</i>
√	√	√	√	√	11.1 (h)	<p>The Bidder must provide the following documentary evidence to establish the conformity of the <i>[goods and services/Works/Technical Proposal/Design Plant, Supply and Installation Services]</i>:</p> <p><i>[Insert Documentation requested]</i></p>
√	√	√	√	√	11.1 (j)	The Bidder shall submit with its bid the following additional documents:
√	√	√	√		13.1	Alternative proposals <i>[insert “shall be” or “shall not be”]</i> permitted.
√	√	√	√		13.2	Alternative times for completion <i>[insert “shall be” or “shall not be”]</i> permitted.
√	√	√	√		13.4	Alternative technical solutions for the following parts of the Requirements: <i>[insert parts or “none”]</i> are permitted.
√	√	√	√		15.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p style="text-align: center;"><i>[Choose just one of the following alternatives below]</i></p> <p style="text-align: center;">In case of ICB</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>[insert currency of the [...Employer or Purchaser]’s country]</i>, further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Requirements supplied from outside the <i>[...Employer or Purchaser]’s country</i> (referred to as “the foreign currency (ies) requirements”) shall indicate in the Section IV. Summary of Payment Currencies - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by him for the payment of such foreign</p>

Goods	Small Works	Works	Plants A	Plants B	
					<p>currency requirements, limited to no more than three foreign currencies of any country.</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 <i>Bidder</i> in the Section IV. Summary of Payment Currencies - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p> <p>(c) Bidders may be required by the [...<i>Employer or Purchaser</i>] to justify, to the [...<i>Employer or Purchaser</i>]'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 Section IV. Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p> <p>OR</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 Requirements that the Bidder expects to supply from within the [...<i>Employer or Purchaser</i>]'s country, in <i>[insert currency of the [...<i>Employer or Purchaser</i>]'s country]</i>, further referred to as "the local currency"; and</p> <p>(ii) for those inputs to the Requirements that the Bidder expects to supply from outside the [...<i>Employer or Purchaser</i>]'s country (referred to as "the foreign currency requirements"), in up to any three currencies of any country.</p> <p>(b) Bidders may be required by the [...<i>Employer or Purchaser</i>] to justify, to the [...<i>Employer or Purchaser</i>]'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 Section IV. Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p> <p style="text-align: center;">In case of NCB</p> <p>The currency of the bid and payment shall be: <i>[insert the local currency]</i></p>
√	√	√	√	√	<p>16.2 The Bidder <i>[insert "shall" or "shall not"]</i> submit with its bid, the Manufacturer's Authorization for the following part: <i>[insert part or component]</i>.</p>
√	√	√	√	√	<p>16.3 The Bidder <i>[insert "shall" or "shall not"]</i> submit with its bid, evidence that</p>

Goods	Small Works	Works	Plants A	Plants B		
						it will be represented by an Agent in the country.
√	√	√	√	√	18.1	The bid validity period shall be: <i>[insert the number of days deemed appropriate.]</i> days.
√	√	√	√	√	19.1	<i>[Choose one of the following options as appropriate.]</i> - The Bidder shall furnish a bid security in the amount of <i>[insert amount and currency or any other convertible equivalent currency]</i> . <i>[or]</i> - The Bidder shall furnish a Bid Securing Declaration.
√	√	√	√	√	20.1	In addition to the original of the bid, the number of copies is: <i>[insert number of copies required]</i> .
√	√	√	√	√	20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: <i>[insert “</i> <i>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</i> <i>(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.”]</i>
D. Submission and Opening of Bids						
						(c)
√	√	√	√	√	21.1	Bidders <i>[insert “shall” or “shall not”]</i> have the option of submitting their bids electronically.
√	√	√	√	√	21.1 (b)	The electronic bidding submission procedures shall be: <i>[insert a description of the electronic bidding submission procedures]</i> .
√	√	√	√	√	22.1	For bid submission purposes only, the Employer’s address is: <i>[insert all required and applicable information]</i> Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i>

Goods	Small Works	Works	Plants A	Plants B	
					City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> The deadline for bid submission is: Date: <i>[insert date]</i> Time: <i>[insert time]</i>
					F. Bid Evaluation and Comparison
√	√	√	√	√	30.1 <i>[In case of ICB]</i> The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>[Insert the name of the currency]</i> The source of exchange rate shall be: <i>[insert the name of the source of the exchange rates]</i> . The date for the exchange rate shall be: <i>[specify date (day/month/year)]</i> <i>or</i> <i>[In case of NCB] Not applicable.</i>
					G. Award of Contract
√					34.2 The maximum percentage by which quantities may be increased is: _____ _____ The maximum percentage by which quantities may be decreased is: _____

Section III. Evaluation and Qualification Criteria

Goods	Small Works	Works	Plants (a)	Plants (b)		
√	√	√	√	√		Evaluation and Qualification Criteria
√	√	√	√	√		This Section contains all the criteria that the [...Employer or Purchaser] shall use to evaluate bids and qualify Bidders. <i>In accordance with ITB 28 and ITB 32, no other factors, methods or criteria shall be used.</i> The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.
√	√	√	√	√	1	Evaluation Criteria and Methodology
√	√	√	√	√	1.1	Alternative Proposal (If permitted in accordance with ITB 13.1)
√	√	√	√	√		<i>Technical Alternative [Insert the applicable criteria and methodology]</i>
√	√	√	√	√		<i>Alternative Time for Completion [Insert the applicable criteria and methodology]</i>
√	√	√	√	√	1.2	Correction of Arithmetical Errors (In accordance with ITB 29.1)
√	√	√	√	√	(a)	Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly
√	√	√	√	√	(b)	If there is 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 or Purchaser] 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;
√	√	√	√	√	(c)	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
√	√	√	√	√	(d)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
√	√	√	√	√	1.3	Conversion to a Single Currency (In accordance with ITB 30)
√	√	√	√	√		<i>[In case of ICB]</i> The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>[Insert the name of the currency]</i> The source of exchange rate shall be: <i>[insert the name of the source of the</i>

Goods	Small Works	Works	Plants (a)	Plants (b)		
						<p><i>exchange rates</i>].</p> <p>The date for the exchange rate shall be: <i>[specify date (day/month/year)]</i></p> <p><i>or</i></p> <p><i>[In case of NCB] Not applicable.</i></p>
√	√	√	√	√	1.4	Discounts (In accordance with ITB 14)
√	√	√	√	√		The [...Employer or Purchaser] will adjust the Bid Price, using the methodology prescribed by the Bidder in its Letter of Bid, to take account of the Discounts offered by the Bidder in its Letter of Bid in the Bid Opening.
√	√	√	√	√	1.5	Quantifiable Nonmaterial Nonconformities (In accordance with ITB 28.7)
√	√	√	√	√		The adjustment shall be made using the following methodology: <i>[insert methodology]</i>
√	√	√	√	√	1.6	Margin of Preference (If permitted in accordance with ITB 31.2)
S	S	S	S	S		<i>[Insert the applicable criteria and methodology]</i>
√	√	√	√	√	1.7	Any other Criteria or Methodology
S	S	S	S	S		<i>[Insert the applicable criteria and methodology]</i>
√	√	√	√	√	2	Qualification (Without Prequalification)
√	√	√	√	√	2.1	<i>Eligibility (TABLE)</i>
√	√	√	√	√	2.1.1	<i>Nationality (TABLE)</i>
√	√	√	√	√	2.1.2	<i>Conflict of Interest (TABLE) “Documentation Required” – It establishes “Application Submission Sheet” and It should say “Letter of Bid”.</i>
√	√	√	√	√	2.1.3	<i>Ineligibility declared by the Bank (TABLE)</i>
√	√	√	√	√	2.1.4	<i>Government Owned (TABLE)</i>
√	√	√	√	√	2.1.5	<i>Ineligibility based on a United Nations resolution or Borrower’s Country Law (TABLE)</i>
√	√	√	√	√	2.2	<i>Historical Contract Non-Performance (TABLE)</i>
√	√	√	√	√	2.2.1	<i>Historical non-performing contract (TABLE)</i>
√	√	√	√	√	2.2.2	<i>Pending Litigation (TABLE)</i>
√	√	√	√	√	2.3	<i>Financial Situation (TABLE)</i>

Goods	Small Works	Works	Plants (a)	Plants (b)		
√	√	√	√	√	2.3.1	<i>Historical Financial Performance (TABLE)</i>
√	√	√	√	√	2.3.2	<i>Average Annual Turnover (TABLE)</i>
√	√	√	√	√	2.3.3	<i>Financial Resources (TABLE)</i>
√	√	√	√	√	2.4	<i>Experience</i>
S	S	S	S	S		<i>Specific to each Document</i>
S	S	S	S	S	2.5	<i>Personnel</i>
S	S	S	S	S		<i>Specific to each MPD</i>
S	S	S	S	S	2.6	<i>Equipment</i>
	S	S	S	S		<i>Specific to each MPD</i>
	S	S	S	S	2.7	<i>Subcontractors (Specific to each MPD)</i>
	S	S	S	S		<i>Specific to MPD-Design, Supply and Install</i>
√	√	√	√	√	2	Qualification (Following Prequalification)
		√	√	√	2.1	Update of Information The Bidder and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification.
		√	√	√	2.2	<i>Financial Resources</i> <i>Using the relevant Forms No ... and No... in Section IV, Bidding Forms the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:</i> <i>(i) the following cash-flow requirement: _____</i> <i>and</i> <i>(ii) the overall cash flow requirements for this contract and its current works commitment.</i>
		√	√	√	2.3	Personnel <i>The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:</i>

Goods	Small Works	Works	Plants (a)	Plants (b)																	
					<table border="1"> <thead> <tr> <th>No.</th> <th>Position</th> <th>Total Work Similar Experience (years)</th> <th>In Similar Works Experience (years)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV, Bidding Forms.</i></p>	No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)	1				2				3			
No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)																		
1																					
2																					
3																					
		√	√	√	<p>2.4 Equipment</p> <p><i>The Bidder must demonstrate that it has the key equipment listed hereafter:</i></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Equipment Type and Characteristics</th> <th>Minimum Number required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table> <p><i>The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.</i></p>	No.	Equipment Type and Characteristics	Minimum Number required	1			2			3						
No.	Equipment Type and Characteristics	Minimum Number required																			
1																					
2																					
3																					

Section IV. Bidding Forms

Letter of Bid – Single Stage Bidding	1-35
Letter of Bid – Two Stage Bidding, First Stage Bid	1-35
Letter of Bid – Two Stage Bidding, Second Stage Bid	1-35
Price Schedule for Goods and Related Services	1-35
Bill of Quantities/ Schedules of Prices	1-36
Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad	1-37
Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Within the Employer’s Country	1-38
Schedule No. 3. Design Services	1-38
Schedule No. 4. Installation and Other Services	1-39
Schedule No. 5. Grand Summary	1-40
Schedule No. 6. Recommended Spare Parts	1-41
Price Adjustment	1-41
Schedule of Adjustment Data	1-43
Summary of Payment Currencies	1-44
<i>Letter of BID Security (Bank Guarantee)</i>	1-45
<i>Form of Bid Security (Bid Bond)</i>	1-46
<i>Form of Bid-Securing Declaration</i>	1-47
<i>Manufacturer’s Authorization</i>	1-48
<i>Site Organization</i>	1-48
<i>Method Statement</i>	1-48
<i>Mobilization Schedule</i>	1-48
<i>Construction Schedule</i>	1-48
<i>Plant</i>	1-48
<i>Contractor’s Equipment (FORM EQU)</i>	1-49
Form FUNC	1-50
Form PER-1 - Personnel	1-51
Form PER – 2: Resume of Proposed Personnel	1-52
Proposed Subcontractors for Major Items of Plant and Installation Services	1-53
Bidder’s Qualification	1-53
Form ELI 1.1 - Bidder Information Sheet	1-54
Form ELI 1.2 - Partner to JVCA Information Sheet	1-55
<i>Form CON 2 - Historical Contract Non-Performance</i>	1-55

Form FIN – 3.1 Historical Financial Performance	1-57
Form FIN 3.2 - Average Annual Turnover	1-58
Form FIN 3.3 - Financial Resources	1-58
Form FIN 3.4 Current Contract Commitments/ Works in Progress.....	1-59
General Experience.....	1-60
Form 2.4.2 (a) - Specific Experience.....	1-61
Form EXP 2.4.2 (b) - Specific Experience in Key activities	1-63

Goods	Small Works	Works	Plants																																														
	√	√		<p>Bill of Quantities/ Schedules of Prices</p> <p>Schedule of Payment Currencies</p> <p>For<i>insert name of Section of the Works</i></p> <p>Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The <i>Employer</i> should insert the names of each Section of the Works.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 15%;">A</th> <th style="width: 15%;">B</th> <th style="width: 20%;">C</th> <th style="width: 15%;">D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Name of Payment Currency</td> <td style="text-align: center;">Amount of Currency</td> <td style="text-align: center;">Rate of Exchange to Local Currency</td> <td style="text-align: center;">Local Currency Equivalent $C = A \times B$</td> <td style="text-align: center;">Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$</td> </tr> <tr> <td style="text-align: center;">Local currency _____</td> <td></td> <td style="text-align: center;">1.00</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Foreign Currency #1 _____</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Foreign Currency #2 _____</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Foreign Currency #3 _____</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Net Bid Price</td> <td colspan="2"></td> <td></td> <td style="text-align: center;">100.00</td> </tr> <tr> <td style="text-align: center;">Provisional Sums Expressed in Local Currency</td> <td></td> <td style="text-align: center;">1.00</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">BID PRICE</td> <td colspan="2"></td> <td></td> <td></td> </tr> </tbody> </table>		A	B	C	D	Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$	Local currency _____		1.00			Foreign Currency #1 _____					Foreign Currency #2 _____					Foreign Currency #3 _____					Net Bid Price				100.00	Provisional Sums Expressed in Local Currency		1.00			BID PRICE				
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Goods	Small Works	Works	Plants
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Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad

Item	Description	Code ¹	Qty. (1)	Unit Price ²		Total Price ²
				(2)	CIP (3)	(1) x (3)
TOTAL (to Schedule No. 5. Grand Summary)						

Name of Bidder _____

Signature of Bidder _____

¹ Bidders shall enter a code representing the country of origin of all imported plant and equipment.

² Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies.

Country of Origin Declaration Form

Item	Description	Code	Country

Goods	Small Works	Works	Plants
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√

Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Within the Employer's Country

Item	Description	Qty. <i>(1)</i>	EXW Unit Price ¹ <i>(2)</i>	EXW Total Price ¹ <i>(1) x (2)</i>
TOTAL (to Schedule No. 5. Grand Summary)				

Name of Bidder _____
Signature of Bidder _____

¹ Specify currency in accordance with specifications in Bid Data Sheet under ITB 15.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid.

Schedule No. 3. Design Services

Item	Description	Qty. <i>(1)</i>	Unit Price ¹		Total Price ¹ <i>(1) x (2)</i>
			Local Currency Portion <i>(2)</i>	Foreign Currency Portion <i>(optional)</i>	
TOTAL (to Schedule No. 5. Grand Summary)					

Name of Bidder _____
Signature of Bidder _____

¹ Specify currency in accordance with specifications in Bid Data Sheet under ITB 15.1 in Single Stage Bid, or ITB 10.1 in Two Stage Bid.

Goods	Small Works	Works	Plants	Schedule No. 4. Installation and Other Services							
			√								
				(1)	(2)	(3)	(1) x (2)	(1) x (3)			
				TOTAL (to Schedule No. 5. Grand Summary)							
				Name of Bidder _____ Signature of Bidder _____							
				¹ Specify currency in accordance with specifications in Bid Data Sheet under ITB 15.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid.							

Goods	Small Works	Works	Plants				
			√	Schedule No. 5. Grand Summary			
				Item	Description	Total Price ¹	
						Foreign	Local
				Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied from Abroad Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied from Within the <i>Employer's</i> Country Total Schedule No. 3. Design Services Total Schedule No. 4. Installation and Other Services			
				TOTAL (to Bid Form)			
				Name of Bidder _____ Signature of Bidder _____			
				¹ Specify currency in accordance with specifications in Bid Data Sheet under ITB 15.1 in Single Stage Bid, or ITB 10.1 in Two Stage Bid. Create and use as many columns for Foreign Currency requirement as there are foreign currencies			

Goods	Small Works	Works	Plants																											
			√	<p>Schedule No. 6. Recommended Spare Parts</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 10%;">Item</th> <th rowspan="2" style="width: 20%;">Description</th> <th rowspan="2" style="width: 10%;">Qty. (1)</th> <th colspan="2" style="width: 30%;">Unit Price</th> <th rowspan="2" style="width: 15%;">Total Price (1) x (2) or (3)</th> </tr> <tr> <th style="width: 15%;">CIF or CIP (foreign parts) (2)</th> <th style="width: 15%;">EXW (local parts) (3)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="text-align: right; padding-right: 20px;">Name of Bidder _____</td> <td></td> </tr> <tr> <td colspan="5" style="text-align: right; padding-right: 20px;">Signature of Bidder _____</td> <td></td> </tr> </tbody> </table>	Item	Description	Qty. (1)	Unit Price		Total Price (1) x (2) or (3)	CIF or CIP (foreign parts) (2)	EXW (local parts) (3)							Name of Bidder _____						Signature of Bidder _____					
Item	Description	Qty. (1)	Unit Price					Total Price (1) x (2) or (3)																						
			CIF or CIP (foreign parts) (2)	EXW (local parts) (3)																										
Name of Bidder _____																														
Signature of Bidder _____																														
			√	<p>Price Adjustment</p> <p>Where the Contract Period (excluding the Defects Liability Period) exceeds eighteen (18) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labor and material components. In such cases the bidding documents shall include in this form a formula of the following general type, pursuant to PC Sub-Clause 3.1.1.</p> <p>Where Contracts are of a shorter duration than eighteen (18) months or in cases where there is to be no Price Adjustment, the following provision shall not be included. Instead, it shall be indicated under this form that the prices are to remain firm and fixed for the duration of the Contract.</p> <p>Sample Price Adjustment Formula</p> <p>Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:</p> <div style="border: 1px solid black; width: 200px; height: 30px; margin: 10px auto;"></div> <p>in which:</p> <p>P_1 = adjustment amount payable to the Contractor</p> <p>P_0 = Contract price (base price)</p> <p>a = percentage of fixed element in Contract price ($a = _ \%$)</p> <p>b = percentage of labor component in Contract price ($b = _ \%$)</p>																										

Goods	Small Works	Works	Plants						
			<p> c = percentage of material and equipment component in Contract price ($c = \%$) L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively M_0, M_1 = material and equipment indices in the country of origin on the base date and the date for adjustment, respectively N.B. $a+b+c= 100\%$. </p> <p>Conditions Applicable To Price Adjustment</p> <p>The Bidder shall indicate the source of labor and materials indices and the base date indices in its bid.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Item Indices</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Source of Indices Used</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Base Date</u></th> </tr> </thead> <tbody> <tr> <td colspan="3"> <p>The base date shall be the date thirty (30) days prior to the Bid closing date.</p> <p>The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.</p> <p>The following conditions shall apply:</p> <p>(a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the <i>Employer</i> under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The <i>Employer</i> will, however, be entitled to any price decrease occurring during such periods of delay.</p> <p>(b) If the currency in which the Contract price, P_0, is expressed is different from the currency of the country of origin of the labor and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.</p> <p>(c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.</p> <p><i>Note: For complex Plant supply and installation involving several sources of supply and/or a substantial amount of installation works, a family of formulas may be necessary, with provision for the usage of Contractor's equipment in the works formula.</i></p> </td> </tr> </tbody> </table>	<u>Item Indices</u>	<u>Source of Indices Used</u>	<u>Base Date</u>	<p>The base date shall be the date thirty (30) days prior to the Bid closing date.</p> <p>The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.</p> <p>The following conditions shall apply:</p> <p>(a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the <i>Employer</i> under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The <i>Employer</i> will, however, be entitled to any price decrease occurring during such periods of delay.</p> <p>(b) If the currency in which the Contract price, P_0, is expressed is different from the currency of the country of origin of the labor and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.</p> <p>(c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.</p> <p><i>Note: For complex Plant supply and installation involving several sources of supply and/or a substantial amount of installation works, a family of formulas may be necessary, with provision for the usage of Contractor's equipment in the works formula.</i></p>		
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Goods	Small Works	Works	Plants																								
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Total					1.00																						
				Table B - Foreign Currency																							
				Name of Currency: _____																							
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Total						1.00																					

Goods	Small Works	Works	Plants
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Summary of Payment Currencies

For[insert name of Section of the Works]

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

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent C = A x B	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency		1.00		
Foreign currency #1				
Foreign currency #2				
Foreign currency #				
Net Bid Price				100.00
Provisional sums expressed in local currency	[To be entered by the Employer]		[To be entered by the Employer]	
BID PRICE				

Goods	Small Works	Works	Plants	
√	√	√	√	<p style="text-align: center;">Letter of BID Security (Bank Guarantee)</p> <p>_____ <i>[Bank's Name, and Address of Issuing Branch or Office]</i></p> <p>Beneficiary: _____ <i>[Name and Address of Employer]</i></p> <p>Date: _____</p> <p>BID GUARANTEE No.: _____</p> <p>We have been informed that _____ <i>[name of the Bidder]</i> (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ <i>[name of contract]</i> under Invitation for Bids No. _____ ("the IFB").</p> <p>Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.</p> <p>At the request of the Bidder, we _____ <i>[name of Bank]</i> hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ <i>[amount in figures]</i> (_____) <i>[amount in words]</i> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:</p> <ul style="list-style-type: none"> (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the <i>Letter of Bid</i>; or (b) having been notified of the acceptance of its Bid by the <i>Employer</i> during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Bidding Document. <p>This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.</p> <p>Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.</p> <p><i>This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.</i></p> <p>_____</p> <p><i>[signature(s)]</i></p> <p>Note: All italicized text is for use in preparing this form and shall be deleted from the final product.</p>

Goods	Small Works	Works	Plants
√			√
<p>Form of Bid Security (Bid Bond)</p> <p>BOND NO. _____</p> <p>BY THIS BOND [name of Bidder] as Principal (hereinafter called “the Principal”), and [name, legal title, and address of surety], authorized to transact business in [name of country of Employer], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Employer] as Obligee (hereinafter called “the Employer”) in the sum of [amount of Bond]²⁵ [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.</p> <p>WHEREAS the Principal has submitted a written Bid to the Employer dated the ___ day of _____, 20___, for the construction of [name of Contract] (hereinafter called the “Bid”).</p> <p>NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:</p> <ul style="list-style-type: none"> (a) withdraws its Bid during the period of bid validity specified in the Letter of Bid; or (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Bidding Document; <p>then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.</p> <p>The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.</p> <p>IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20__.</p> <p>Principal: _____ Surety: _____</p> <p>_____ Corporate Seal (where appropriate)</p> <p>_____</p> <p>(Signature) (Signature)</p> <p>(Printed name and title) (Printed name and title)</p>			

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²⁵ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely conv

Goods	Small Works	Works	Plants	
√			√	<p style="text-align: center;"><i>Form of Bid-Securing Declaration</i></p> <p style="text-align: right;"><i>Date: [insert date (as day, month and year)]</i></p> <p style="text-align: right;"><i>Bid No.: [insert number of bidding process]</i></p> <p style="text-align: center;"><i>Alternative No.: [insert identification No if this is a Bid for an alternative]</i></p> <p><i>To: [insert complete name of Employer]</i></p> <p><i>We, the undersigned, declare that:</i></p> <p><i>We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.</i></p> <p><i>We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:</i></p> <ul style="list-style-type: none"> <i>(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or</i> <i>(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.</i> <p><i>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.</i></p> <p><i>Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]</i></p> <p><i>Name: [insert complete name of person signing the Bid-Securing Declaration]</i></p> <p><i>Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]</i></p> <p><i>Dated on _____ day of _____, _____ [insert date of signing]</i></p> <p><i>Corporate Seal (where appropriate)</i></p> <p><i>[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]</i></p>

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√			√	<p style="text-align: center;">Manufacturer's Authorization</p> <p><i>[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]</i></p> <p style="text-align: right;"><i>Date: [insert date (as day, month and year) of Bid Submission]</i></p> <p style="text-align: right;"><i>ICB No.: [insert number of bidding process]</i></p> <p><i>To: [insert complete name of Employer]</i></p> <p>WHEREAS</p> <p><i>We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the Contract.</i></p> <p><i>We hereby extend our full guarantee and warranty in accordance with Clause 21.1 or 5.2 of the General Conditions, with respect to the goods offered by the above firm.</i></p> <p><i>Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]</i></p> <p><i>Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]</i></p> <p><i>Title: [insert title]</i></p> <p><i>Duly authorized to sign this Authorization on behalf of: [insert complete name of Manufacturer]</i></p> <p><i>Dated on _____ day of _____, _____ [insert date of signing]</i></p>
		√	√	Site Organization
		√	√	Method Statement
		√	√	Mobilization Schedule
		√	√	Construction Schedule
			√	Plant

Goods	Small Works	Works	Plants																		
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<p>Contractor's Equipment (FORM EQU)</p> <p>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.</p>																					
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			√	<p style="text-align: center;">Form FUNC</p> <p>The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in Para. 1.2 (c) of Section III. Evaluation and Qualification Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Required Functional Guarantee [as required in the Specification and stated in para. 1.2 (c) of Section III. Evaluation and Qualification Criteria]</th> <th style="text-align: center;">Value of Functional Guarantee of the Proposed Plant and Equipment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> </tr> <tr> <td style="text-align: center;">...</td> <td></td> </tr> </tbody> </table>	Required Functional Guarantee [as required in the Specification and stated in para. 1.2 (c) of Section III. Evaluation and Qualification Criteria]	Value of Functional Guarantee of the Proposed Plant and Equipment	1.		2.		3.		...	
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			√	<p style="text-align: center;">Proposed Subcontractors for Major Items of Plant and Installation Services</p> <p><i>Prior to issuing the Bidding Document, the Employer should establish a list of <u>major item of Plant and Installation Services for which approval of the Employer is required.</u> Approved subcontractors proposed by the winning Bidder, should be included in the Appendix (List of Major Items of Plant and Installation Services and List of Approved Subcontractors) of the Contract Agreement.</i></p> <p><i>In case a prequalification process is conducted a similar form may be used in the prequalification document, and updated at the time of bidding.</i></p> <p>A list of major items <u>of Plant and Installation Services is provided below.</u></p> <p>The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item</p> <table border="1" data-bbox="472 835 1382 1045" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Major Items of Plant and Installation Services</th> <th style="text-align: center;">Proposed Subcontractors/Manufacturers</th> <th style="text-align: center;">Nationality</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Major Items of Plant and Installation Services	Proposed Subcontractors/Manufacturers	Nationality									
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			√	<p><i>Others - Commercial or contractual aspects of the bidding documents that the Bidder would like to discuss with the Employer during clarifications (to be used by Bidder – Two Stage Bidding only)</i></p>												
√	√			<p style="text-align: center;">Bidder’s Qualification</p> <p>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</p>												

Goods	Small Works	Works	Plants								
√	√		√	<p>Form ELI 1.1 - Bidder Information Sheet</p> <p>Date: _____</p> <p>ICB No.: _____</p> <p>Invitation for Bid No.: _____</p> <p>Page _____ of _____ pages</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">1. Bidder's Legal Name</td> </tr> <tr> <td style="padding: 5px;">2. In case of <i>JVCA</i>, legal name of each partner:</td> </tr> <tr> <td style="padding: 5px;">3. Bidder's actual or intended Country of Constitution, Incorporation, <i>or Registration</i>:</td> </tr> <tr> <td style="padding: 5px;">4. Bidder's Year of Constitution, Incorporation, <i>or Registration</i>:</td> </tr> <tr> <td style="padding: 5px;">5. Bidder's Legal Address in Country of Constitution, Incorporation, <i>or Registration</i>:</td> </tr> <tr> <td style="padding: 5px;"> 6. Bidder's Authorized Representative Information Name: _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____ </td> </tr> <tr> <td style="padding: 5px;"> 7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of <i>JVCA</i>, letter of intent to constitute a legally-enforceable <i>JVCA</i>, including a draft agreement, or <i>JVCA</i> agreement, in accordance with ITB Sub-Clauses 4.1. <input type="checkbox"/> In case of government owned entity from the <i>Purchaser's</i> country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5. </td> </tr> </table>	1. Bidder's Legal Name	2. In case of <i>JVCA</i> , legal name of each partner:	3. Bidder's actual or intended Country of Constitution, Incorporation, <i>or Registration</i> :	4. Bidder's Year of Constitution, Incorporation, <i>or Registration</i> :	5. Bidder's Legal Address in Country of Constitution, Incorporation, <i>or Registration</i> :	6. Bidder's Authorized Representative Information Name: _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____	7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of <i>JVCA</i> , letter of intent to constitute a legally-enforceable <i>JVCA</i> , including a draft agreement, or <i>JVCA</i> agreement, in accordance with ITB Sub-Clauses 4.1. <input type="checkbox"/> In case of government owned entity from the <i>Purchaser's</i> country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.
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Goods	Small Works	Works	Plants													
√	√		√													
<p>Form ELI 1.2 - Partner to JVCA Information Sheet</p> <p>Date: _____</p> <p>ICB No.: _____</p> <p>Invitation for Bid No.: _____</p> <p>Page _____ of _____ pages</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">1. Bidder's Legal Name:</td> </tr> <tr> <td style="padding: 2px;">2. JVCA Partner's legal name:</td> </tr> <tr> <td style="padding: 2px;">3. JVCA Partner's Country of Constitution, Incorporation, or Registration:</td> </tr> <tr> <td style="padding: 2px;">4. JVCA Partner's Year of constitution into a legally-enforceable JVCA::</td> </tr> <tr> <td style="padding: 2px;">5. JVCA Partner's Legal Address in Country of Constitution, Incorporation, or Registration:</td> </tr> <tr> <td style="padding: 2px;">6. JVCA Partner's Authorized Representative Information</td> </tr> <tr> <td style="padding: 2px;">Name: _____</td> </tr> <tr> <td style="padding: 2px;">Address: _____</td> </tr> <tr> <td style="padding: 2px;">Telephone/Fax numbers: _____</td> </tr> <tr> <td style="padding: 2px;">Email Address: _____</td> </tr> <tr> <td style="padding: 2px;">7. Attached are copies of original documents of:</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Articles of Constitution, Incorporation or <i>Registration</i> of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.</td> </tr> </table>				1. Bidder's Legal Name:	2. JVCA Partner's legal name:	3. JVCA Partner's Country of Constitution, Incorporation, or Registration:	4. JVCA Partner's Year of constitution into a legally-enforceable JVCA::	5. JVCA Partner's Legal Address in Country of Constitution, Incorporation, or Registration:	6. JVCA Partner's Authorized Representative Information	Name: _____	Address: _____	Telephone/Fax numbers: _____	Email Address: _____	7. Attached are copies of original documents of:	<input type="checkbox"/> Articles of Constitution, Incorporation or <i>Registration</i> of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.	<input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.
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√	√		√													
<p>Form CON 2 - Historical Contract Non-Performance</p> <p><i>In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating</i></p> <p>Bidder's Legal Name: _____</p> <p>Date: _____</p> <p>JVCA Partner Legal Name: _____</p> <p>ICB No.: _____</p> <p>Page _____ of _____ pages</p>																

Goods	Small Works	Works	Plants																				
✓	✓		✓																				
<p>Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)</p> <p><input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria)</p> <p><input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Year</th> <th style="width: 15%;">Outcome as Percent of Total Assets</th> <th style="width: 55%;">Contract Identification</th> <th style="width: 20%;">Total Contract Amount (current value, US\$ equivalent)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract Identification: Name of <i>Employer</i>: Address of <i>Employer</i>: Matter in dispute:</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table> <p>Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)</p> <p><input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria)</p> <p><input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Year</th> <th style="width: 15%;">Outcome as Percent of Total Assets</th> <th style="width: 55%;">Contract Identification</th> <th style="width: 20%;">Total Contract Amount (current value, US\$ equivalent)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract Identification: Name of <i>Employer</i>: Address of <i>Employer</i>: Matter in dispute:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract Identification: Name of <i>Employer</i>: Address of <i>Employer</i>: Matter in dispute:</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>				Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)	_____	_____	Contract Identification: Name of <i>Employer</i> : Address of <i>Employer</i> : Matter in dispute:	_____	Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)	_____	_____	Contract Identification: Name of <i>Employer</i> : Address of <i>Employer</i> : Matter in dispute:	_____	_____	_____	Contract Identification: Name of <i>Employer</i> : Address of <i>Employer</i> : Matter in dispute:	_____
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Goods	Small Works	Works	Plants
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Financial Situation
Form FIN – 3.1
Historical Financial Performance

Bidder’s Legal Name: _____
 Date: _____
 JVCA Partner Legal Name: _____
 ICB No.: _____
 Page _____ of _____ pages

To be completed by the Bidder and, if JVCA, by each partner

Financial information in US\$ equivalent	Historic information for previous _____ () years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Bidder or partner to a JVCA, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Goods	Small Works	Works	Plants																									
√	√		√	<p style="text-align: center;">Form FIN 3.2 - Average Annual Turnover</p> <p><i>In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating</i></p> <p>Bidder's Legal Name: _____ Date: _____</p> <p>JVCA Partner Legal Name: _____ ICB No.: _____</p> <p style="text-align: right;">Page _____ of _____ pages</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="3" style="text-align: center;">Annual turnover data (construction only)</th> </tr> <tr> <th style="width: 15%;">Year</th> <th style="width: 55%;">Amount and Currency</th> <th style="width: 30%;">US\$ equivalent</th> </tr> </thead> <tbody> <tr><td> </td><td>_____</td><td>_____</td></tr> <tr><td> </td><td>_____</td><td>_____</td></tr> <tr><td> </td><td>_____</td><td>_____</td></tr> <tr><td> </td><td>_____</td><td>_____</td></tr> <tr><td> </td><td>_____</td><td>_____</td></tr> <tr> <td>*Average Annual Construction Turnover</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 10px;">*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.</p>	Annual turnover data (construction only)			Year	Amount and Currency	US\$ equivalent		_____	_____		_____	_____		_____	_____		_____	_____		_____	_____	*Average Annual Construction Turnover	_____	_____
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	_____	_____																										
	_____	_____																										
	_____	_____																										
*Average Annual Construction Turnover	_____	_____																										
√	√	√	√	<p style="text-align: center;">Form FIN 3.3 - Financial Resources</p> <p>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)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 70%;">Source of financing</th> <th style="width: 30%;">Amount (US\$ equivalent)</th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td></tr> <tr><td>2.</td><td> </td></tr> <tr><td>3.</td><td> </td></tr> <tr><td>4.</td><td> </td></tr> </tbody> </table>	Source of financing	Amount (US\$ equivalent)	1.		2.		3.		4.															
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2.																												
3.																												
4.																												

Goods	Small Works	Works	Plants																															
√	√	√	√	<p style="text-align: center;">Form FIN 3.4 Current Contract Commitments/ Works in Progress</p> <p>Bidders and each partner to a <i>JVCA</i> 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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name of contract</th> <th style="width: 25%;">Purchaser, contact address/tel/fax</th> <th style="width: 25%;">Value of outstanding supply (current US\$ equivalent)</th> <th style="width: 20%;">Estimated completion date</th> <th style="width: 25%;">Average monthly invoicing over last six months (US\$/month)</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Name of contract	Purchaser, contact address/tel/fax	Value of outstanding supply (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)	1.					2.					3.					4.					5.				
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Goods	Small Works	Works	Plants																																				
	√		√	<p>General Experience</p> <p><i>In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating</i></p> <p>Bidder's Legal Name: _____ Date: _____</p> <p>JVCA Partner Legal Name: _____ ICB No.: _____</p> <p style="text-align: right;">Page _____ of _____ pages</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Starting Month / Year</th> <th style="width: 15%;">Ending Month / Year</th> <th style="width: 10%;">Years *</th> <th style="width: 45%;">Contract Identification</th> <th style="width: 15%;">Role of Bidder</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i>: Address:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i>: Address:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i>: Address:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i>: Address:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i>: Address:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i>: Address:</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table> <p style="margin-top: 10px;">*List calendar year for years with contracts <i>with at least nine (9) months activity</i> per year starting with the earliest year</p>	Starting Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder	_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i> : Address:	_____	_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i> : Address:	_____	_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i> : Address:	_____	_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i> : Address:	_____	_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i> : Address:	_____	_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of <i>Employer</i> : Address:	_____
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Goods	Small Works	Works	Plants
√	√		√

Form 2.4.2 (a) - Specific Experience

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

Bidder's Legal Name: _____ Date: _____

JVCA Partner Legal Name: _____ ICB No.: _____

Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	Information
Contract Identification	_____
Award date	_____
Completion date	_____
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total contract amount	_____ US\$ _____
If partner in a JVCA or subcontractor, specify participation of total contract amount	_____ % _____ US\$ _____
Employer's Name:	_____
Address:	_____ _____ _____
Telephone/fax number:	_____
E-mail:	_____

Goods	Small Works	Works	Plants															
√	√		√	<p>Form EXP – 2.4.2(a) (cont.) Specific Experience (cont.)</p> <p>Bidder’s Legal Name: _____ Page _____ of _____ pages</p> <p>JVCA Partner Legal Name: _____</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: left;">Similar Contract No. __[insert specific number] of [total number of contracts] __ required</th> <th style="width: 40%; text-align: center;">Information</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):</td> <td></td> </tr> <tr> <td style="text-align: center;"><i>Amount</i></td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;"><i>Physical size</i></td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;"><i>Complexity</i></td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;"><i>Methods/Technology</i></td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;"><i>Physical Production Rate</i></td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>	Similar Contract No. __[insert specific number] of [total number of contracts] __ required	Information	Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):		<i>Amount</i>	_____	<i>Physical size</i>	_____	<i>Complexity</i>	_____	<i>Methods/Technology</i>	_____	<i>Physical Production Rate</i>	_____
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<i>Physical Production Rate</i>	_____																	

Goods	Small Works	Works	Plants																																												
	√		√																																												
<p>Form EXP 2.4.2 (b) - Specific Experience in Key activities</p> <p><i>In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating</i></p> <p>Bidder's Legal Name: _____ Date: _____</p> <p>JVCA Partner Legal Name: _____ ICB No.: _____</p> <p>Subcontractor's Legal Name: _____ Page _____ of _____ pages</p>																																															
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E-mail:	_____																																														

Goods	Small Works	Works	Plants
	√		√

Form EXP – 2.4.2 (b)(cont.)

Specific Experience in Key Activities (cont.)

Bidder’s Legal Name: _____ Page _____ of _____ pages

JVCA Partner Legal Name: _____

Subcontractor’s Legal Name: _____

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III (Evaluation and Qualification Criteria):	

Section V. Eligible Countries

Goods	Small Works	Works	Plants	
✓	✓	✓	✓	Insert header <i>(Institution Specific)</i>

PART 2 – Requirements

Section VI. Requirements

Table of Forms

1. List of Goods and Related Services	2-4
2. Delivery and Completion Schedule	2-4
3. Technical Specifications	2-4

Goods	Small Works	Works	Plants																															
√	√	√	√	Section VI. Schedules of Requirements																														
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Goods	Small Works	Works	Plants	
√	√	√	√	[. . .] <i>Drawings</i>
S	S	S	S	<i>Specific to each document</i>
	√	√	√	[. . .] <i>Specifications</i>
	S	S	S	<i>Specific to each document</i>
	√	√	√	[. . .] <i>Supplementary Information</i>
	S	S	S	<i>Specific to each document</i>
			√	1. Scope of Supply of Plant and Installation Services by the Contractor
			√	Forms and Procedures Form of Completion Certificate (<i>Specific to MPD-Design, Supply and Install</i>) Form of Operational Acceptance Certificate (<i>Specific to MPD-Design, Supply and Install</i>) Change Order Procedure and Forms (<i>Specific to MPD-Design, Supply and Install</i>) Change Order Procedure Annex 1. Request for Change Proposal (<i>Specific to MPD-Design, Supply and Install</i>) Annex 2. Estimate for Change Proposal (<i>Specific to MPD-Design, Supply and Install</i>) Annex 3. Acceptance of Estimate (<i>Specific to MPD-Design, Supply and Install</i>) Annex 4. Change Proposal (<i>Specific to MPD-Design, Supply and Install</i>) Annex 5. Change Order (<i>Specific to MPD-Design, Supply and Install</i>) Annex 6. Pending Agreement Change Order (<i>Specific to MPD-Design, Supply and Install</i>) Annex 7. Application for Change Proposal (<i>Specific to MPD-Design, Supply and Install</i>)

PART 3 – Contract

Section VII. General Conditions

Introduction.....	3-4
1. General Provisions.....	3-4
1.1 Definitions	3-4
1.2 Interpretation	3-11
1.3 Communications	3-11
1.4 Law and Language.....	3-12
1.5 Priority of Documents.....	3-12
1.6 Contract Agreement	3-13
1.7 Assignment.....	3-13
1.8 Care and Supply of Documents	3-13
1.9 Delayed Drawing or Instructions	3-14
1.[10] [...Copyright/Employer’s use of Contractor’s Documents/ License/Use of Technical Information].....	3-14
1.11 Contractor’s Use of [...Employer’s or Purchaser’s] Documents	3-14
1.[12] Confidential Details.....	3-14
1.[13] Compliance with Laws.....	3-15
1.[14] Joint and Several Liability	3-16
1.15 Inspections and Audit by the Bank	3-16

Goods	Small Works	Works	Plants	
√S	√S	√S	√S	General Conditions of Contract
				Introduction
√	√	√	√	<p>[Name of Employer] _____</p> <p>[Name of Contract] _____</p> <p>These General Conditions (GC), read in conjunction with the Particular Conditions (PC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.</p>
		√		<p><i>These General Conditions are the Bank Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2005-All rights reserved. This publication is exclusive for the use of Multilateral Development Banks' Borrowers and their project implementing agencies as provided under the License Agreement dated _____ [Date of Agreement], between _____ [Name of Bank] and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the Employer identified above and only for the exclusive purpose of preparing these Standard Bidding Documents for the Contract also identified above.</i></p>
	√			These GC can be used for both smaller admeasurement contracts and lump sum contracts.
√	√	√	√	1. General Provisions
√	√	√	√	1.1 Definitions
				In the Conditions of Contract ("these Conditions"), which include Particular Conditions, <i>Parts A and B</i> , and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
√	√	√	√	1.1.1 The Contract
√	√	√	√	1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of [... <i>Tender or Bid</i>], these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
√	√	√	√	1.1.1.2 "Contract Agreement" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

Goods	Small Works	Works	Plants	
√	√	√	√	<p><i>1.1.1.3</i> “Letter of Acceptance” means the letter of formal acceptance, signed by the [...<i>Employer, Purchaser</i>], of the Letter of [...<i>Tender or Bid</i>], including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.</p>
√	√	√	√	<p><i>1.1.1.4</i> “Letter of [...<i>Tender or Bid</i>]” means the document entitled letter of [...<i>tender or bid</i>], which was completed by the Contractor and includes the signed offer to the [...<i>Employer, Purchaser</i>] for the [...<i>Goods, Works, Plant</i>].</p>
√	√	√	√	<p><i>1.1.1.5</i> “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the [...<i>Goods, Works, Plant</i>].</p>
√	√	√	√	<p><i>1.1.1.6</i> “Drawings” means the drawings of the [...<i>Goods, Works, Plant</i>], as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the [...<i>Employer, Purchaser</i>] in accordance with the Contract.</p>
√	√	√	√	<p><i>1.1.1.7</i> “Schedules” means the document(s) entitled schedules, completed by the [...<i>Contractor, Supplier</i>] and submitted with the Letter of [...<i>Tender or Bid</i>], as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p>
√	√	√	√	<p><i>1.1.1.8</i> “[...<i>Tender or Bid</i>]” means the Letter of [...<i>Tender or Bid</i>] and all other documents which the [...<i>Contractor, Supplier</i>] submitted with the Letter of [...<i>Tender or Bid</i>], as included in the Contract.</p>
		√		<p><i>1.1.1.9</i> “Bill of Quantities”, “Daywork Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.</p>
		√		<p><i>1.1.1.10</i> “Contract Data” means the pages completed by the Employer entitled contract data <i>which constitute Part A</i> of the Particular Conditions.</p>
√	√	√	√	<p>1.1.2 Parties and Persons</p>
√	√	√	√	<p><i>1.1.2.1</i> “Party” means the [...<i>Employer, Purchaser</i>] or the [...<i>Contractor, Supplier</i>], as the context requires.</p>
√	√	√	√	<p><i>1.1.2.2</i> “[...<i>Employer, Purchaser</i>]” means the person named as [...<i>Employer, Purchaser</i>] in the [...<i>Contract Data or Particular Conditions</i>] and the legal successors in title to this person.</p>
√	√	√	√	<p><i>1.1.2.3</i> “[...<i>Contractor or Supplier</i>]” means the person(s) named as [...<i>contractor or supplier</i>] in the Letter of [...<i>Tender or Bid</i>] accepted by the [...<i>Employer, Purchaser</i>] and the legal successors in title to this person(s).</p>

Goods	Small Works	Works	Plants		
		√		1.1.2.[4]	“Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].
			√	1.1.2.[5]	“Project Manager” means the person appointed by the Employer in the manner provided in GC Sub-Clause 4.1.1 (Project Manager) hereof and named as such in the PC to perform the duties delegated by the Employer.
	√			1.1.2.[6]	“Project Manager” is the person named in the PC (or any other competent person appointed by the <i>Employer</i> 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.
		√		1.1.2.[7]	“Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.
			√	1.1.2.[8]	“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GC Sub-Clause 4.1.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.
		√		1.1.2.[9]	“Employer’s Personnel” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.
		√		1.1.2.[10]	“Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
√	√	√	√	1.1.2.[11]	“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the [... <i>Goods or the Related Services; Works; Facilities, including preparation of any design or supply of any Plant</i>]; and the legal successors in title to each of these persons.
		√		1.1.2.[12]	“DB” means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board]

Goods	Small Works	Works	Plants		
			√	1.1.2.[13]	“Dispute Board” (DB) means the person or persons named as such in the PC appointed by agreement between the Employer and the Contractor to make a decision with respect to any dispute or difference between the Employer and the Contractor referred to him or her by the Parties pursuant to GC Sub-Clause 46.1 (Dispute Board) hereof.
		√		1.1.2.[14]	“FIDIC” means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.
√	√	√	√	1.1.2.[15]	“Bank” means the financing institution (if any) named in the [... <i>Contract Data or PC</i>].
√	√	√	√	1.1.2.[16]	“Borrower” means the person (if any) named as the borrower in the [... <i>Contract Data or PC</i>].
√	√	√	√	1.1.3	Dates, Tests, Periods and Completion
√	√	√	√	1.1.3.1	“ <i>Base Date</i> ” means the date 28 days prior to the latest date for submission of the Tender.
	√	√	√	1.1.3.[2]	“Commencement Date” means the date notified under [...Sub-Clause 8.1 [Commencement of Works]].
	√			1.1.3.[3]	“Completion Date” is the date of completion of the Works as certified by the Project Manager, in accordance with GC Sub-Clause 4.1.1
		√		1.1.3.[4]	“Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the [Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.
			√	1.1.3.[5]	“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GC Clause 2.2 and in accordance with the relevant provisions of the Contract.
		√		1.1.3.[6]	“Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
√	√		√	1.1.3.[7]	[...]“Acceptance Test” or Test on Completion”) means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the [...“Certificate of Completion of the Works” or “Operational Acceptance” or “Acceptance Certificate”].

Goods	Small Works	Works	Plants		
	✓	✓	✓	1.1.3.[8]	[...“Taking-Over Certificate” or “Certificate of Completion of the Works” or “Operational Acceptance” or “Acceptance Certificate”] means a certificate issued under Clause [...4.1.1 or 10 [Employer’s Taking Over] or 4.8.5 (Commissioning and Operational Acceptance)]
		✓		1.1.3.[9]	[... “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.
		✓		1.1.3.[10]	“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period], calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
		✓		1.1.3.[11]	“Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
✓	✓	✓	✓	1.1.3.[12]	“day” means a calendar day and “year” means 365 days.
✓	✓	✓	✓	1.1.4	Money and Payments
	✓	✓		1.1.4.1	“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.
✓	✓	✓	✓	1.1.4.2	“Contract Price” means the price defined in [...Sub-Clause 10 or 3.1 or 14.1] [The Contract Price], and includes adjustments in accordance with the Contract.
		✓		1.1.4.3	“Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
		✓		1.1.4.4	“Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].
		✓		1.1.4.5	“Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].
		✓		1.1.4.6	“Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
		✓		1.1.4.7	“Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

Goods	Small Works	Works	Plants		
		√		1.1.4.8	“Local Currency” means the currency of the Country.
		√		1.1.4.9	“Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].
		√		1.1.4.10	“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].
		√		1.1.4.11	“Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].
		√		1.1.4.12	“Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.
√	√	√	√	1.1.5	<i>[Works and Goods]</i>
	√	√	√	1.1.5.[1]	“Contractor’s Equipment” means all [...facilities,] apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent [...Plant or Works].
	√	√		1.1.5.[2]	“Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
√				1.1.5.[3]	“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
	√	√	√	1.1.5.[4]	“Materials” means things of all kinds (other than Plant) intended to form or forming part of the [... <i>Permanent Works or Facilities</i>], including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
	√	√		1.1.5.[5]	“Permanent Works” means the permanent works to be executed by the Contractor under the Contract.
	√	√		1.1.5.[6]	“Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.
			√	1.1.5.[7]	“Plant” means permanent plant, equipment, machinery, apparatus, materials, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GC Sub-Clause 2.1.3 hereof), but does not include Contractor’s Equipment.

Goods	Small Works	Works	Plants		
	√	√		1.1.5.[8]	“Section” means a part of the Works specified in the Contract Data as a Section (if any).
	√	√		1.1.5.[9]	“Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
	√	√		1.1.5.10]	“Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.
			√	1.1.5.[11]	“Installation Services” means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc... as the case may require.
√				1.1.5.[12]	“Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
√	√	√	√	1.1.6	Other Definitions
	√	√		1.1.6.1	“Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
	√	√	√	1.1.6.2	“Country” means the country in which the Site (or most of it) is located.
√				1.1.6.[3]	“Purchaser’s Country” is the country specified in the PC.
		√		1.1.6.[4]	“Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.
√	√	√	√	1.1.6.[5]	“Force Majeure” is defined in Clause [... 25, 19 or 6.7] [Force Majeure].
√	√	√	√	1.1.6.[6]	“Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
√	√	√	√	1.1.6.[7]	“Performance Security” means the security (or securities, if any) under Sub-Clause 13 or 4.2 or 3.3.3 [Performance Security].

Goods	Small Works	Works	Plants		
	√	√	√	1.1.6.[8]	“Site” means the places where the [... <i>Permanent Works or Facilities</i>] are to be [... <i>executed or installed</i>] including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the [... <i>Contract or PC</i>] as forming part of the Site.
√				1.1.6.[9]	“Project Site,” where applicable, means the place named in the PC.
√	√	√	√	1.1.6.[10]	[... “ <i>Unforeseeable</i> ” or “ <i>Unforeseen</i> ”] means not reasonably foreseeable by an experienced [... <i>Contractor or Purchaser</i>] by the Base Date.
	√	√		1.1.6.11	“Variation” means any change to the Works, which is instructed or approved as a variation under Clause [...13 or 37... [<i>Variations and Adjustments</i>] or [<i>Variations</i>]].
√			√	1.1.6.[12]	[... “ <i>Change Order</i> “ or “ <i>Change</i> ”] is defined in Sub-clause [...32 [<i>Change Orders and Contract Amendments</i>] or 39 [<i>Change in the Facilities</i>]]
√	√	√	√	1.2	Interpretation
√	√	√	√	1.2.1	Interpretation In the Contract, except where the context requires otherwise:
√	√	√	√	(a)	words indicating one gender include all genders;
√	√	√	√	(b)	words indicating the singular also include the plural and words indicating the plural also include the singular;
√	√	√	√	(c)	provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
√	√	√	√	(d)	“written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
√	√	√	√	(e)	the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.
√	√	√	√	1.2.2	The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
		√		1.2.3	In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.
√	√	√	√	1.3	Communications
√	√	√	√	1.3.1	Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

Goods	Small Works	Works	Plants		
√	√	√	√	(a)	in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
√	√	√	√	(b)	delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
√	√	√	√	(i)	if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
√	√	√	√	(ii)	if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued
√	√	√	√		Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.
	√	√	√	1.3.2	When a notice is issued to a Party, by the other Party or the [... <i>Engineer or Project Manager</i>], a copy shall be sent to the [... <i>Engineer or Project Manager</i>] or the other Party, as the case may be.
√	√	√	√	1.4	Law and Language
√	√	√	√	1.4.1	The Contract shall be governed by the law of the country or other jurisdiction stated in the [... <i>Contract Data or PC</i>]. The ruling language of the Contract shall be that stated in the [... <i>Contract Data or PC</i>]. The language for communications shall be that stated in the [... <i>Contract Data or PC</i>]. If no language is stated there, the language for communications shall be the ruling language of the Contract.
√	√		√	1.4.2	Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern. The [... <i>Supplier or Contractor</i>] shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the [... <i>Supplier or Contractor</i>].
√	√	√	√	1.5	Priority of Documents
√	√	√	√	1.5.1	The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (a) <i>the Contract Agreement (if any)</i> , (b) <i>the Letter of Acceptance</i> , (c) <i>the [...Tender or Bid]</i> ,

Goods	Small Works	Works	Plants		
					<p>(d) <i>the Particular Conditions – Part A,</i></p> <p>(e) <i>the Particular Conditions – Part B</i></p> <p>(f) <i>these General Conditions,</i></p> <p>(g) <i>the Specification,</i></p> <p>(h) <i>the Drawings, and</i></p> <p>(i) <i>the Schedules and any other documents forming part of the Contract.</i></p> <p>If an ambiguity or discrepancy is found in the documents, the [...<i>Engineer or Purchaser or Project Manager</i>] shall issue any necessary clarification or instruction.</p>
√	√	√	√	1.6	Contract Agreement
√	√	√	√	<i>1.6.1</i>	The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
√	√	√	√	1.7	Assignment
√	√	√	√	<i>1.7.1</i>	Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:
√	√	√	√	(a)	may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
√	√	√	√	(b)	may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
		√		1.8	Care and Supply of Documents
		√		<i>1.8.1</i>	<p>The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor</p> <p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.</p> <p>The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.</p>

Goods	Small Works	Works	Plants		
					If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
		√		1.9	Delayed Drawing or Instructions
		√		<i>1.9.1</i>	<p>The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p>
				(a)	an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
				(b)	payment of any such Cost plus profit, which shall be included in the Contract Price.
				<i>1.9.2</i>	<p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.</p>
S		S	S	<i>1.[10]</i>	[...Copyright/Employer's use of Contractor's Documents/ License/Use of Technical Information]
√	√	√	√	<i>1.11</i>	Contractor's Use of [...Employer's or Purchaser's] Documents
√	√	√	√	<i>1.11.[1]</i>	As between the Parties, the [...Employer or Purchaser] shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the [...Employer or Purchaser]. The [...Contractor or Supplier] may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the [...Employer or Purchaser]'s consent, be copied, used or communicated to a third party by the [...Contractor or Supplier], except as necessary for the purposes of the Contract.
√	√	√	√	<i>1.[12]</i>	Confidential Details

Goods	Small Works	Works	Plants		
√	√	√	√	1.12.1	<p>The [...<i>Contractor or Supplier</i>]'s and the [...<i>Employer or Purchaser</i>]'s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the [...<i>Contractor or Supplier</i>]'s compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the [...<i>Goods, Works or Plant</i>] prepared by the other Party without the previous agreement of the other Party. However, the [...<i>Contractor or Supplier</i>] shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p>
√	√		√	1.12.2	Notwithstanding the above, the [... <i>Contractor or Supplier</i>] may furnish to its Subcontractor(s) such documents, data and other information it receives from the [... <i>Employer or Purchaser</i>] to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
√	√	√	√	1.[13]	Compliance with Laws
√	√	√	√	1.13.1	The [... <i>Contractor or Supplier</i>] shall, in performing the Contract, comply with applicable Laws.
		√		1.13.2	Unless otherwise stated in the Particular Conditions:
		√		(a)	the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
		√		(b)	the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.
√	√		√	1.13.3	Unless otherwise stated in the Particular Conditions:
√	√		√	(a)	the [... <i>Employer or Purchaser</i>] shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the [... <i>Purchaser's Country; country where the Site is located</i>] which (i) such authorities or undertakings require the [... <i>Employer or Purchaser</i>] to obtain in the

Goods	Small Works	Works	Plants		
					[... <i>Employer or Purchaser</i>]'s name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the [... <i>Employer or Purchaser</i>] of their respective obligations under the Contract;
√	√		√	(b)	the [... <i>Contractor or Supplier</i>] shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the [... <i>Purchaser's Country or country where the Site is located</i>] which such authorities or undertakings require the [... <i>Contractor or Supplier</i>] to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the [... <i>Contractor or Supplier</i>]'s and Subcontractor's personnel and entry permits for all imported [... <i>Contractor or Supplier</i>]'s Equipment. The [... <i>Contractor or Supplier</i>] shall acquire all other permits, approvals and/or licenses that are not the responsibility of the [... <i>Employer or Purchaser</i>] under GC Sub-Clause 1.13(a) hereof and that are necessary for the performance of the Contract. The [... <i>Contractor or Supplier</i>] shall indemnify and hold harmless the [... <i>Employer or Purchaser</i>] from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the [... <i>Employer or Purchaser</i>] or its personnel, including the Subcontractors and their personnel, but without prejudice to GC [... <i>Sub-Clause 1.10.1 hereof</i>].
√	√	√	√	1.[14]	Joint and Several Liability
		√		1.14.1	If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:
		√		(a)	these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
		√		(b)	these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
		√		(c)	the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
√	√		√	1.14.2	If the [... <i>Contractor or Supplier</i>] is a joint venture, <i>consortium</i> , or <i>association (JVCA)</i> of two or more <i>persons</i> , all such <i>persons</i> shall be jointly and severally bound to the [... <i>Employer or Purchaser</i>] for the fulfillment of the provisions of the Contract, <i>unless otherwise specified in the PC</i> , and shall designate one of such <i>persons</i> to act as a leader with authority to bind the <i>JVCA</i> . The composition or the constitution of the <i>JVCA</i> shall not be altered without the prior consent of the [... <i>Employer or Purchaser</i>].
√	√	√	√	1.15	Inspections and Audit by the Bank
√	√	√	√	1.15.1	The [... <i>Contractor or Supplier</i>] shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the [... <i>Contractor or Supplier</i>]'s accounts and records relating to the performance of the

Goods	Small Works	Works	Plants	
				Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.
√	√		√	<p>1.15.2</p> <p>The [...<i>Contractor or Supplier</i>] shall maintain all documents and records related to the Contract for a period of <i>three (3)</i> years after [...<i>delivery of the Goods; completion of the Works; completion of the Plant</i>]. The [...<i>Contractor or Supplier</i>] shall <i>provide</i> any documents necessary for the investigation of allegations of fraud, <i>collusion, coercion</i>, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.</p>

Section VIII. Particular Conditions

Goods	Small Works	Works	Plants		
√S	√S	√S	√S	[... Contract Data or Particular Conditions of Contract]	
				Introduction	
	√		√	1.1.2.5	The Project Manager is: <i>[insert name, address, and telephone, cable, facsimile numbers and e-mail]</i>
			√	1.1.2.[13]	The DB shall be: <i>[one sole member] or [a DB of three members]</i> Name of DB member(s): <i>[insert name or names of the DB members]</i>
√	√	√	√	1.1.2.[15]	The Bank is: <i>[insert name of the financing institution financing the Contract]</i>
√	√	√	√	1.1.2.16	The Borrower is: <i>[insert name of the borrower]</i>
√				1.1.6.2	The Purchaser's Country is: <i>[insert the name of the Purchaser's country]</i>
	√			1.1.6.7	The Site is located at <i>[insert address of Site]</i> and is defined in drawings No. <i>[insert numbers]</i>
√				1.1.6.7	The Project Site is: <i>[insert description, if applicable]</i>
√	√	√	√	1.4	The governing law is that of: <i>[insert name of the country,].</i> The ruling language is: <i>[insert the ruling language].</i> The language for communications is: <i>[Name of language for communications only if different from the ruling language].</i>
√	√	√	√	1.14.1	The individuals or firms in a joint venture, consortium or association <i>[...shall or shall not be held]</i> jointly and severally liable.

Section IX. Contract Forms

Goods	Small Works	Works	Plants	
√S	√S	√S	√S	Contract Forms
				Introduction
√	√	√	√	<p>This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder, after contract award.</p>
√	√	√	√	Letter of Acceptance
√	√	√	√	<p><i>[on letterhead paper of the Employer]</i></p> <p style="text-align: right;">..... <i>[date]</i></p> <p>To: <i>[name and address of the Contractor]</i></p> <p>Subject: <i>[Notification of Award Contract No]</i>.</p> <p>This is to notify you that your Bid dated <i>[insert date]</i> for execution of the <i>[insert name of the contract and identification number]</i> for the amount of <i>[insert amount (s) in figures and words and name(s) of currency(ies)]</i>, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.</p> <p>You are requested to furnish the Performance Security <i>in the amount of [insert amount (s) in figures and words and name(s) of currency(ies)]</i> within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX (Contract Forms) of the Bidding Document.</p>
√	√	√	√	<p>Authorized Signature:</p> <p>Name and Title of Signatory:</p> <p>Name of Agency:</p> <p>Attachment: Contract Agreement</p>
√	√	√	√	Contract Agreement
√	√	√		<p>THIS CONTRACT AGREEMENT is made on the [insert: number] day of [insert: month], [insert: year].</p> <p>BETWEEN</p> <p>(1) [Insert complete name of the [... <i>Employer or Purchaser</i>]], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of the [... <i>Employer or Purchaser</i>}], or corporation incorporated under the laws of {insert name of Country of the [... <i>Employer or</i></p>

Goods	Small Works	Works	Plants
			<p><i>Purchaser}}</i>] and having its principal place of business at [insert address of the [... <i>Employer or Purchaser</i>]] (hereinafter called “the Purchaser”),</p> <p>and</p> <p>(2) [Insert name of the [... <i>Contractor or Supplier</i>], a corporation incorporated under the laws of [insert: country of [... <i>Contractor or Supplier</i>]] and having its principal place of business at [insert: address of [... <i>Contractor or Supplier</i>]] (hereinafter called “the Contractor”).</p> <p>WHEREAS the [... <i>Employer or Purchaser</i>] invited bids for [... <i>Works or Goods and Related Services</i>], described as [<i>insert brief description of the [... Works or Goods and Related Services]</i>] and has accepted a Bid by the Contractor for the [... <i>execution and completion of these Works and the remedying of any defects therein ... or supply of these Goods and Related Services</i>], and the [... <i>Employer or Purchaser</i>] agrees to pay the Contractor 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.</p> <p>The [...<i>Employer or Purchaser</i>] and the Contractor agree as follows:</p> <p>1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.</p> <p>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.</p> <p>(a) the Letter of Acceptance (b) the Bid (c) the Addenda Nos [<i>insert addenda numbers if any</i>]. (d) the Particular Conditions (e) the General Conditions (f) the Specification (g) the Drawings; and (h) the completed Schedules,</p> <p>3. In consideration of the payments to be made by the [...Employer or Purchaser] to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the [...Employer or Purchaser] to [...execute the Works or supply of the Goods and Related Services] and to remedy defects therein in conformity in all respects with the provisions of the Contract.</p>

Goods	Small Works	Works	Plants	
				<p>specified therein.</p> <p>This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year],²⁷ and any demand for payment under it must be received by us at this office on or before that date. <i>This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.</i></p> <p>[signatures of authorized representatives of the bank]</p> <p><i>The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the [...Employer or Purchaser].</i></p>
√				<p>² <i>Dates established in accordance with Clause 13.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Contractor under Clause 11.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”</i></p>
	√	√		<p>² <i>Insert the date twenty-eight 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.”]</i></p>
	√	√		<p>Option II: Performance Bond</p>
				<p><i>By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____, 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.</i></p> <p><i>WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 _____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the</i></p>

Goods	Small Works	Works	Plants
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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 _____

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 _____

Goods	Small Works	Works	Plants	
			S	Performance Security Form – Bank Guarantee
			S	Performance Security Form – Conditional Bank Guarantee
√	√	√	√	Advance Payment Security
√	√	√	√	<p>[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]</p> <p style="text-align: right;">Date: [insert date (as day, month, and year) of Bid Submission] Bidding Process Reference: [insert number and title of bidding process]</p> <p>[bank’s letterhead]</p> <p>Beneficiary: [insert legal name and address of [... <i>Employer or Purchaser</i>]]</p> <p>ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]</p> <p>We have been informed that <i>[name of the Contractor]</i>. (hereinafter called “the Contractor”) has entered into Contract No. <i>[reference number of the Contract]</i>. dated with you, for the [execution of <i>[name of contract and brief description of Works]</i> or supply of Goods and Related Services <i>[name of contract and brief description of Goods and Related Services]</i>] (hereinafter called “the Contract”).</p> <p>Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum <i>[name of the currency and amount in figures]</i>¹. (. <i>[amount in words]</i>.) is to be made against an advance payment guarantee.</p> <p>At the request of the Contractor, we <i>[name of the Bank]</i>. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of <i>[name of the currency and amount in figures]</i>*. (. <i>[amount in words]</i>.) 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 [... <i>performing his obligations under the Contract or the costs of mobilization in respect of the Works</i>].</p> <p>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 <i>[Contractor’s account number]</i>. at <i>[name and address of the Bank]</i>.</p>
	√	√	√	<p>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.</p>

Goods	Small Works	Works	Plants	
√	√	√	√	<p><i>This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded..</i></p> <p>..... <i>[Seal of Bank and Signature(s)].</i></p> <p>Note – <i>All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.</i></p> <p><i>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 or Purchaser]</i></p>
	√	√	√	<p><i>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 [insert number of months], 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.]</i></p>
		S		<p>Retention Money Security</p>