



European Bank
for Reconstruction and Development

Standard Procurement Document

Procurement of Works

SINGLE STAGE
SIMPLIFIED OPEN TENDERING PROCEDURE

Trial Edition
September 2019

Standard Procurement Document

Procurement of Works Single Stage Simplified Open Tendering Procedure

User Guide

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PROCUREMENT OF WORKS

SINGLE STAGE SIMPLIFIED OPEN TENDERING PROCEDURE

A. Preface

Procurement under projects financed by the European Bank for Reconstruction and Development (the Bank), is carried out in accordance with procedures laid down in *the Bank's Procurement Policies and Rules*.

This *Standard Procurement Document* has been prepared for the use by the Bank's public sector clients for the procurement of construction works, services or engineering systems in projects financed by the Bank using single open stage tendering procedures. They reflect procedures and practices which have been developed through broad international experience, and comply with the Bank's *Procurement Policies and Rules*.

B. Instructions for use

This Standard Procurement Document is intended to be used by Clients in the process of tendering for construction works, services or engineering systems using simplified single stage open tendering procedure.

The term “Client” used in these documents refer to the “Employer” of a works contract, which is the terminology of the Bank’s standard procurement documents.

These documents include the following:

- *Invitation for Tenders*
- *Section I: Instruction to Participants*
- *Section II: Data Sheet*
- *Section III: Evaluation Methodology*
- *Section IV: Eligibility and Qualification Criteria*
- *Section V: Forms*
- *Section VI: Requirements*
- *Section VII: Contract Terms and Conditions*

Care should be taken when preparing tender document to ensure that the tender process, evaluation methodology, qualification criteria are clear and explicit, the contract conditions are fair and balanced and that they reflect the needs and characteristics of the specific contract(s) being tendered.

The following directions should be observed when using this Standard Procurement Document:

- The Instructions to Participants should be used without change.
- The Data Sheet should follow the general format of this document but data and criteria specific to the proposed tender must be prepared.
- The forms will require adaptation to a greater or lesser degree to suit the requirements of a specific tender
- The ***italicised notes in boxes*** in the Data Sheet and other parts of the documents are not part of the text. They contain guidance and instructions for the drafter of the specific tender document. They should not be incorporated in tender document.
- The Italicised notes in boxes in the Forms are part of the text. They contain guidance and instructions for the tenderers. They should be left in the tender document, but the tenderers shall be informed that they should not be incorporated in their tenders.
- Where alternative clauses or texts are shown, the drafter should select those that best suit the particular case, and should discard the alternative text that is not used or draft a new text and discard all the alternatives.

C. Invitation for Tenders

The Invitation for Tenders provides information that enables potential tenderers to decide whether to participate.

The Invitation for Tenders must be published after the publication of the General Procurement Notice for the project on the Bank's Procurement Opportunities website (www.ebrd.com).

The Invitation for Tenders shall be advertised on the Client's own procurement website and/or official government procurement portal, where available, or in a newspaper with large circulation in the client's country or in official gazettes or international trade publications, as appropriate. It shall also be sent to potential tenderers that have responded with an expression of interest to the General Procurement Notice. In addition, the notice shall be submitted to the Bank which will publish the notice on the Bank's website (www.ebrd.com) and/or the Bank's e-procurement portal. The Bank shall also arrange for publication in the United Nations Development Business and in the Official Journal of the European Union. In order to facilitate the participation of sub-contractors and suppliers in contracts or the creation of joint ventures and consortia, wherever possible, the Client shall make available to interested parties the list of potential tenderers that have acquired Tender Document, where available.

The above publications are not required in case the tender follows the prequalification procedure. In such a case the Invitation shall be sent to the prequalified tenderers only.

Although the Invitation for Tenders does not form part of the Tender Document, it shall be submitted to the Bank as part thereof for review and no objection. The information in the Invitation for Tenders must be consistent with and reflect the information provided by the Tender Document. Apart from the essential items listed in the Standard Procurement Document the Invitation for Tenders should also indicate any important requirements.

[Country]
[Project Title]

Invitation for Tenders

[Title of contract]

This Invitation for Tenders follows the General Procurement Notice for this project which was published on the EBRD website, *Project Procurement Notices* (<http://www.ebrd.com/pages/workingwithus/procurement/project.shtm>) on [state the date of publication].

Procurement will be carried out in accordance with the EBRD "Procurement Policies and Rules" (PPR), which are published on the Bank's website.

[Name of Client], hereinafter referred to as "the Employer" or "the Client", has applied for [has received] a loan from [a grant from [insert name of the Donor] via] the European Bank for Reconstruction and Development, hereinafter referred to as "the Bank", and intends using part of the proceeds towards the cost of [insert name of the Project], hereinafter referred to as "the Project".

The Client now invites tenders for the following contract(s), hereinafter referred to as "the Contract", to be funded from part of the above proceeds:

[Provide a concise description of the works for each contract, as may be applicable. State volume of works and principal quantities, where appropriate. Provide locations, estimated time schedule, and advise if any contracts are to be performed concurrently or otherwise separately.]

Tenders are invited for one or more lots. Each lot must be priced separately. Tenders for more than one lot may offer discounts and such discounts will be considered in the comparison of tenders.

Delete the above if the tendering process does not involve more than one Contract.

Tendering for contracts to be financed with the above proceeds is open to firms and individuals from any country.

To be qualified for the award of a Contract, tenderers must satisfy the criteria stated in the Tender Document.

The Tender Document, upon request, will be dispatched electronically free of charge or may be downloaded from the internet using the following link: [insert specific internet link].

Tenders must be duly completed and submitted to the Client on or before [specify time and date of deadline for tender submission].

The date for submission of tenders shall be not less than 28 calendar days after the date of publication of the Invitation for Tenders or the availability of the Tender Document, whichever is the latest. A longer period would be appropriate for complex or large contracts and for those requiring a clarification meeting or site visit, or when the tenders shall be submitted in several languages

Interested firms or individuals may obtain further information from the following office:

..... [Insert name of Contact]
..... [Insert name of Client]
..... [Insert Address of Client]
..... [Insert Tel No.:]
..... [Insert email address]

STANDARD PROCUREMENT DOCUMENT
SINGLE STAGE
SIMPLIFIED OPEN TENDERING (WORKS)

PROCUREMENT OF:

Issued on:	
Tender No:	

Client:	
Project:	
Country:	

Tender Document

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Section I: Instructions to Participants (ITP)

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A. General

- 1. Scope of Tender**
- 1.1 The Client indicated in Section II, Data Sheet, hereinafter referred to as “DS”, issues this Tender Document for the procurement of the contract(s) described in Section VI, Requirements, in accordance with the procedures, conditions and contracts terms prescribed in Section VII, Contract Terms and Conditions, hereinafter referred to as “the Contract”, to be implemented under within the framework of the project, specified in the DS, hereinafter referred to as “the Project”.
- The title and identification of the Tender process as well as the number of contracts (lots) and their titles are provided in the DS.
- Procurement will be carried out in accordance with the EBRD’s “Procurement Policies and Rules”, hereinafter referred to as “PPR”, which are published on the Bank’s website. The applicable version of the PPR is specified in the DS.
- 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section VII, Contract Terms and Conditions.
- 1.3 The Client invites eligible tenderers, hereinafter referred to as “Tenderer” or “Participant”, to tender for the Contract.
- 2. Source of Funds and Applicable Procurement Rules**
- 2.1 Unless otherwise stated in the DS, the Borrower/the Grant Recipient (hereinafter called “Borrower” or “Grant Recipient”, as appropriate) indicated in the DS has applied for or received financing (hereinafter called “funds”) from/via the European Bank for Reconstruction and Development (hereinafter called the “Bank”) toward the cost of the Project. The Borrower/the Grant Recipient, if different from the Client, intends to make available to the Client a portion of the funds and/or the Client will use the funds for eligible payments under the Contract for which this Tender Document is issued.
- 2.2 Unless otherwise stated in the DS, payments by the Bank will be made only at the request of the Borrower/the Grant Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower/the Grant Recipient and the Bank (hereinafter called the “Loan Agreement” or “Grant Agreement”, as appropriate) and will be subject in all respects to the terms and conditions of that Loan Agreement/Grant Agreement. No party other than the Borrower/the Grant Recipient shall derive any rights from the Loan Agreement/the Grant Agreement or have any claim to the funds. The proceeds of the Bank’s loan or grant administered by the Bank will not be used for payments to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 3. Prohibited Practices**
- 3.1 The Bank requires that Borrowers/the Grant Recipients (including beneficiaries of Bank’s loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
- 3.2 The Borrower/the Grant Recipient (including beneficiaries of Bank’s loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices

with respect to the procurement, award, or execution of the Contract.

- 3.3 The Bank may declare any contract subsequently awarded to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:
- (a) the Borrower/the Grant Recipient (including beneficiaries of Bank's loans or grants administered by the Bank), Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract;
 - (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals;
- 3.4 In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.
- 3.5 In contracts financed by the Bank, the Bank requires a provision mandating Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the Site and/or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project related complaints made under the Bank's Project Complaint Mechanism.

The Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract

- 3.6 Prohibited Practices and other terms in this provision, if not defined herein or in Section VII, Contract Terms and Conditions, have the meaning as defined in the Enforcement Policy and Procedures.

The applicable version of the Enforcement Policy and Procedures is specified in the DS.

4. Eligible Participants

- 4.1 A Participant may be a natural person, private entity, government owned entity or any combination of such entities in the form of a Joint Venture, Consortium, or Association joint venture, consortium, or association (JVCA).

In the case of a JVCA:

- (a) the partners of the JVCA are deemed to be jointly and severally liable in respect of their tender;
- (b) the JVCA shall nominate a Representative (the Lead Partner) who shall have the authority to conduct all businesses for and on behalf of any and all the

- partners of the JVCA during the tendering process; and
- (c) the JVCA may not alter its composition and legal status after submitting its tender.

- 4.2 Unless stated otherwise in the DS, subject to the conditions specified in the ITP 4.3 to 4.8 below, a Participant from any country may tender.

A Participant shall be deemed to have the nationality of a country if the Participant is a citizen of, or is constituted, incorporated or registered in 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.

- 4.3 A Participant shall not have a conflict of interest. All Participants found to have a conflict of interest shall be disqualified. A Participant may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- (i) they have controlling partners in common; or
- (ii) they receive or have received any direct or indirect subsidy from any of them; or
- (iii) they have the same legal representative for purposes of this tender; or
- (iv) 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 tender of another Participant, or influence the decisions of the Client regarding this Tender process; or
- (v) a Participant, its affiliates or parent organisation has participated in the feasibility or design stages of the Project. In which case that Participant, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the Project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or
- (vi) a Participant, its affiliates or parent organisation has participated as a consultant in the preparation of Section VI, Requirements, which is the subject of the tender; or
- (vii) a Participant, its affiliates or parent organisation has been hired, or is proposed to be hired, by the Client or the Borrower/the Grant Recipient for the supervision of the Contract.

- 4.4 Notwithstanding the provisions of ITP 4.3 above, a firm or a member of a JVCA may participate in only one tender for the Contract, either individually or as a partner in a JVCA. Submission or participation by a Participant in more than one tender for the Contract will result in the disqualification of all tenders for that Contract in which the party is involved. However, this does not limit the inclusion of the same subcontractors in more than one tender.

A subcontractor is not deemed to be a Participant in the tender.

- 4.5 A Participant shall be disqualified if the Participant is under a declaration of ineligibility by the Bank in accordance with ITP 3, at the date of the deadline for tender submission or thereafter.

- 4.6 No affiliate of the Borrower/the Grant Recipient, or the Client, or of a procurement agent engaged by the Client, shall be eligible to participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Borrower/the Grant Recipient, the Client or the Client's agent and affiliate.
- 4.7 Participants shall provide such evidence of their eligibility satisfactory to the Client, as the Client may reasonably request.
- 4.8 Firms or individuals shall be excluded from participation in a procurement process or resulting contract award, if:
- (a) it has been convicted of an intentional crime, or an affiliate of the firm has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank;
 - (b) it is prohibited under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to the Bank;
 - (c) any import of goods from the Participant's country or any payments to persons or entities in that country are prohibited by sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 4.9 In the event that prequalification of potential Participants has been undertaken, only tenders from prequalified Participants will be considered for award of the Contract. A prequalified Participant should submit with its tender any information updating its original prequalification application and confirm in its tender that the other original prequalification information submitted remains essentially correct as of the date of tender submission.

The formation of a joint venture after prequalification as well as any change in a prequalified joint venture shall be subject to the written approval by the Client prior to the deadline for submission of tenders. Such approval may be denied if (i) partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements; (ii) the level of participation by partners or the structure of the joint venture is substantially changed; (iii) the new joint venture is not qualified; (iv) in the opinion of the Client, a substantial reduction in competition may result; or (v) request for a change in the status of the prequalified Participant is received by the Client after the date, stated in the DS.

The Client shall use its best efforts to notify any changes in the list of prequalified Participants as soon as it would be possible and in any case prior to the tender opening.

- 5. Cost of participation in Tendering**
- 5.1 The Participant shall bear all costs associated with the preparation and submission of its tender, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.
- 6. Language of Tender**
- 6.1 The tenders, as well as all correspondence and documents relating to the Tender exchanged by the Participant and the Client, shall be written in the language specified in the DS.

Supporting documents and printed literature that are part of the tender 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 tender, such translation shall govern.

B. Contents of Tender Document

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| 7. Sections of Tender Document | <p>7.1 The Tender Document consist of the Sections detailing the Tendering Procedures indicated below, and should be read in conjunction with any amendments or addenda issued in accordance with ITP 9.</p> <ul style="list-style-type: none"> ▪ Section I: Instructions to Participants ▪ Section II: Data Sheet ▪ Section III: Evaluation Methodology ▪ Section IV: Eligibility and Qualification Criteria ▪ Section V: Forms ▪ Section VI: Requirements ▪ Section VII: Contract Terms and Conditions <p>7.2 The Invitation for Tenders issued by the Client is not part of the Tender Document.</p> <p>7.3 A Participant shall obtain the Tender Document from the source stated by the Client in the Invitation for Tenders; otherwise the Client is not responsible for the completeness of the Tender Document.</p> <p>7.4 The Participant is expected to examine all instructions, forms, terms and conditions of the Contract, the Requirements and other information in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.</p> |
| 8. Clarification of Tender Document, Site Visit, Pre-Tender Meeting | <p>8.1 The Participant requiring any clarification of the Tender Document shall contact the Client in writing, as described in the DS, or raise his enquiries during the clarification meeting if provided for in accordance with ITP 8.4.</p> <p>The Client will respond to any request for clarification, provided that such request is received not later than the number of calendar days, specified in the DS, prior to the deadline for submission of tenders. The Client's response shall be in writing with copies to all Participants who have acquired the Tender Document in accordance with ITP 7.3, including a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure described under ITP 9.</p> <p>8.2 Where applicable, a Participant may visit and examine the Site and obtain for itself, on its own responsibility, all information that may be necessary for preparing the tender and entering into the Contract. The costs of visiting the site shall be at the Participant's own expense.</p> <p>8.3 Where the Participant and any of its personnel or agents have been granted permission by the Client to enter upon its premises and lands for the purpose of such visit, the Participant, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.</p> <p>8.4 The Participant's designated representative is invited to attend a clarification meeting, if provided for in the DS. The purpose of the meeting will be to clarify</p> |

issues and to answer questions on any matter that may be raised at that stage.

If so provided in the DS, the Client will organise a site visit.

8.5 A Participant is requested, as far as possible, to submit any questions in writing, to reach the Client not later than one week before the meeting.

8.6 Minutes of the clarification meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Participants who have acquired the Tender Document in accordance with ITP 7.3.

Any modification to the Tender Document that may become necessary as a result of the clarification meeting shall be made by the Client exclusively through the issue of an amendment pursuant to ITP 9 and not through the minutes of the clarification meeting.

8.7 Non-attendance at the clarification meeting will not be a cause for disqualification of a Participant.

9. Amendment of Tender Document

9.1 At any time prior to the deadline for submission of Tenders, the Client may amend the Tender Document by issuing an amendment.

9.2 Any amendment issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Client in accordance with ITP 7.3.

9.3 To give Participants reasonable time in which to take an amendment into account in preparing their Tenders, the Client at its discretion, extend the deadline for the submission of Tenders.

C. Preparation of Tenders

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| 10. Documents Comprising the Tender | <p>10.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Tender with the Covenant of Integrity attached thereto, (b) the Appendix to Tender, if appropriate; (c) duly authorised power of attorney, indicating that the person(s) signing the tender have the authority to sign it; (d) company charter(s) and registration (incorporation) documents; (e) completed forms, furnished as per Section V, Forms; (f) completed forms and documentary evidence establishing the Participant's eligibility and qualification, furnished as per Section IV, Eligibility and Qualification Criteria; (g) in the case of a tender submitted by a JVCA, the JVCA agreement; (h) the tender security; (i) the technical proposal, as required in the DS; (j) the Price Schedules; (k) contract cash flow forecast, as required in the DS; and (l) any other documents and the additional information, if so required in the DS. |
| 11. Letter of Tender | <p>11.1 The Participant shall submit the Letter of Tender, which comply with the requirements of the Tender Document, using the forms furnished in Section V, Forms. These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> |
| 12. Alternative Tenders | <p>12.1 Unless otherwise indicated in the DS, alternative proposals or alternative times for completion shall not be considered.</p> <p style="padding-left: 40px;">If alternative proposals or alternative times for completion are permitted their method of evaluation shall be as stipulated in Section III, Evaluation Methodology.</p> |
| 13. Tender Prices and Discounts | <p>13.1 Tender prices quoted by the Participant in the Letter of Tender shall be for the entire scope of the Contract and conform to the requirements specified in the DS.</p> <p>13.2 The Participant shall fill in rates and prices for all items of the Price Schedules. Items against which no rate or price is entered by the Participant will not be paid for by the Client and shall be deemed covered by the rates for other items and prices in the Price Schedules.</p> <p>13.3 In the Letter of Tender the Participant shall quote any discounts and the methodology for their application.</p> |
| 14. Currencies of Tender | <p>14.1 The currency(ies) of the Tender shall be as specified in the DS.</p> |
| 15. Documents Establishing the Qualifications of the Participant | <p>15.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation Methodology and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in Section V, Forms.</p> |
| 16. Period of | <p>16.1 Tenders shall remain valid for the period specified in the DS after the Tender</p> |

Validity of Tenders

submission deadline date prescribed by the Client. A Tender valid for a shorter period shall be rejected by the Client as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Client may request Participants to extend the period of validity of their tenders. The request and the responses shall be made in writing. A Participant may refuse the request without forfeiting its tender security. A Participant granting the request shall not be required or permitted to modify its tender, except as provided in ITP 16.3.

If a tender security is requested in accordance with ITP 17, the Participant agreeing to the request shall also extend validity of the tender security for at least twenty-eight (28) calendar days beyond the validity of the tender.

16.3 In the case of fixed price contracts, if the period of tender validity is extended, the tender price of the successful Participant shall be adjusted up to the date of the contract award, as specified in the request for extension, to arrive at the Contract price. Tenders evaluation shall be based on the Tender Price without taking into consideration the above adjustment.

17. Tender Security

17.1 If so required in the DS, the Participant shall furnish with its Tender, the original of a tender security, based on the form included in Section V, Forms, or in another substantially similar form approved by the Client prior to Tender submission. In either case, the form must include the complete name of the Participant.

17.2 The tender security amount and currency shall be as specified in the DS.

17.3 The tender security shall be a demand guarantee in any of the following forms at the Participant's option:

- (a) an unconditional guarantee issued by a bank; or
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

The tender security shall be issued by a reputable bank. The issuing bank shall have the minimum credit rating stated in the DS.

17.4 The tender security shall be valid for twenty-eight (28) calendar days beyond the validity of the Tender.

17.5 If a tender security is required pursuant to ITP 17.1, any tender not accompanied by a substantially responsive tender security shall be rejected by the Client as non-responsive.

17.6 If a tender security is required pursuant to ITP 17.1, the tender security of unsuccessful Participants shall be returned to them as promptly as possible and in any case (a) immediately after expiration of the validity of their tenders, or (b) once the successful Participant has signed the Contract and furnished the performance security, required under the Contract; whichever is the earlier.

17.7 The tender security of the successful Participant shall be returned as promptly as possible once the successful Participant has signed the Contract and furnished the performance security, required under the Contract.

- 17.8 The tender security may be forfeited:
- (a) if a Participant withdraws its tender during the period of Tender validity specified by the Participant in the Letter of Tender or
 - (b) if the successful Participant fails to:
 - (i) sign the Contract in accordance with ITP 36; or
 - (ii) furnish the performance security, required under the Contract; or
 - (iii) accept the correction of arithmetical errors of the tender in accordance with ITP 30.

- 17.9 The tender security of a JVCA shall normally be in the name of the JVCA that submits the Tender.

The tender security of a JVCA can be in the name of a partner of the JVCA on condition that the tender security clearly specifies the names of all partners of the JVCA and states that the security is submitted for and on behalf of the JVCA.

18. Format and Signing of Tender

- 18.1 The Participant shall prepare one original of the documents comprising the Tender as described in ITP 10.

If required in the DS, in addition, the Participant shall submit copies of the Tender, in the number specified in the DS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 18.2 The original and all copies of the Tender, where appropriate, shall be made in writing and shall be signed by a person duly authorised to sign on behalf of the Participant. This authorisation shall be in a form of a power of attorney, pursuant to ITP 10.1.

- 18.3 A tender submitted by a JVCA shall comply with the requirements:
- (a) shall be signed so as to be legally binding on all partners; and
 - (b) include the Representative's authorisation referred to in ITP 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.

- 18.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the tender

D. Submission and Opening of Tenders

- 19. Submission of Tenders** 19.1 Participants shall submit their tenders, as specified in the DS.
- 20. Withdrawal, and Modification of Tenders** 20.1 At any time prior to the deadline of submission of tenders, stated in ITP 21.1, a Participant may withdraw or modify its tender after it has been submitted, following the process specified in the DS.
- 21. Deadline for Submission of Tenders** 21.1 Tenders shall be received by the Client at the address, and no later than the date and time, indicated in the DS.
- 21.2 The Client may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document in accordance with ITP 9, in which case all rights and obligations of the Client and Participants previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Tenders** 22.1 The Client shall not consider any Tender that arrives after the deadline for submission of Tenders.
- 23. Tender Opening** 23.1 The Client shall conduct the Tender Opening, as described in the DS.
- 23.2 The Client shall prepare a record of the Tender Opening that shall include, as a minimum: the name of the Participants, the tender prices, including discounts and prices for alternatives, if any, the presence (or absence) of tender security, if required pursuant to ITP 17, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.
- A copy of the record shall be distributed to all Participants, who submitted Tenders and posted online, when electronic Tendering is used.
- 23.3 Tenders, modifications, discounts and alternatives, which are not mentioned in the record of the Tender Opening shall not be considered for evaluation irrespective of circumstances.

E. Examination and Evaluation of Tenders

- 24. Confidentiality**
- 24.1 Information relating to the evaluation of Tenders shall not be disclosed to Participants or any other persons not officially concerned with such process until information on Contract award is communicated to the Participants.
- 24.2 Any attempt by a Participant to influence the Client in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 24.3 Notwithstanding the above, from the time of Tender opening to the time of Contract award, if any Participant wishes to contact the Client on any matter related to the tendering process, it should do so in writing.
- 25. Clarification of Tenders**
- 25.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the Participants, the Client may, at its discretion, ask any Participant for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a Participant that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Tenders, in accordance with ITP 30.
- 25.2 If a Participant does not provide clarifications of its Tender by the date and time set in the Client's request for clarification, its Tender may be rejected.
- 26. Determination of Responsiveness**
- 26.1 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission as defined below:
- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 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, Requirements; or
 - (ii) limit in any substantial way, inconsistent with the Tender Document, the Client's rights or the Participant's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Participants presenting substantially responsive Tenders.
- 26.2 The Client shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VI, Requirements, and Section VII, Contract Terms and Conditions, have been met without any material Deviation, Reservation, or Omission.
- 26.3 The Client shall use the criteria and methodology specified in Section III, Evaluation

Methodology. No other evaluation criteria or methodologies shall be permitted.

- 27. Evaluation of Tenders**
- 27.1 The Client's evaluation of a Tender shall be based on the content of the Tender itself, as defined in ITP 10 and ITP 12, and clarifications thereof.
- 27.2 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Client and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.
- 28. Nonmaterial Nonconformities**
- 28.1 Provided that a Tender is substantially responsive, the Client may waive any quantifiable nonconformities in the Tender that do not constitute material Deviations, Reservations or Omissions.
- The cost of all quantifiable deviations or omissions shall be added to the tender price in question. A reasonable estimate of the cost will be made by the Client, taking into consideration the corresponding tender prices of other responsive Participants, or other appropriate market prices. Such costs will be at the Client's sole discretion. A Participant will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.
- Deviations and other factors that are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Client shall not be taken into account in tenders evaluation.
- 28.2 Provided that a Tender is substantially responsive, the Client may request the Participant to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the Tender. Requested information or documentation on such omissions shall not be related to any aspect of the price of the Tender.
- Failure of the Participant to comply with the request may result in the rejection of its Tender.
- 29. Evaluation Methodology**
- 29.1 The Client shall use the criteria and methodologies indicated in Section III, Evaluation Methodology. No other evaluation criteria or methodologies shall be permitted.
- 30. Correction of Arithmetical Errors**
- 30.1 Provided that the Tender is substantially responsive, the Client shall correct arithmetical errors on the following basis:
- (a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - (b) If there is 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 Client 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 accordingly;
 - (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.
- 30.2 If a Participant does not accept the correction of errors, its Tender shall be declared non-responsive and rejected and its tender security may be forfeited.

-
- 31. Conversion to Single Currency** 31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency, as specified in Section III, Evaluation Methodology.
- 32. Tender Adjustments** 32.1 For the evaluation and comparison purposes the Client shall adjust the Tender prices using the methodology specified in Section III, Evaluation Methodology.
- 33. Qualification of the Participant**
- 33.1 The Client shall determine to its satisfaction whether the Participant that is selected as having submitted the most economically advantageous and substantially responsive Tender meets the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria.
- 33.2 The determination shall be based upon an examination of the documentary evidence of the Participant's qualifications submitted by the Participant, pursuant to ITP 15.
- 33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Tender, in which event the Client shall proceed to the next most economically advantageous Tender (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology) to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.
- 33.4 Notwithstanding the provisions of ITP 33.3, the Client reserves the right to waive any minor deviations from the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria that do not materially affect the capability of the Participant to perform the Contract.
- 34. Client's Right to Accept Any Tender, and to Reject Any or All Tenders** 34.1 The Client reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Participants. In case of annulment, all Tenders submitted and especially, Tender securities, shall be promptly returned to the Participants.

F. Award of contract

- 35. Award Criteria** 35.1 The Client shall award the Contract to the Participant whose Tender is substantially responsive to the requirements of the Tender Document and has been determined to be the most economically advantageous (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology), provided further that the Participant is determined to be qualified to perform the Contract satisfactorily.
- 36. Notification of Award**
- 36.1 Prior to the expiration of the period of Tender validity, the Client shall notify the successful Participant, in writing, that its Tender has been accepted. This notification of award shall be issued in the form of the Letter of Acceptance, included in Section VII, Contract Terms and Conditions.
- 36.2 Within seven (7) calendar days of the Participant's receipt of the notification of award, the Participant shall acknowledge it to the Client in writing. The Participant shall enclose to the acknowledgment the details of the bank account(s) to be used for the purpose of receiving payments due under the Contract. Such details shall be provided in the format required in the Letter of Acceptance.
- 36.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 36.4 On the same date as notifying the successful Participant, the Client shall also notify all other Participants of the results of the Tendering, stating the Tender and the resulting Contract title, and providing the following information: (i) name of each Participant, who submitted a tender; (ii) their tender prices as read out at Tender opening; (iii) respective evaluated prices of each tender; (iv) names of Participants whose tenders were rejected; and (v) the name of the winning Participant, and the contract price, as well as the duration and the title of the contract awarded.
- At the same time, the Client shall send the above information for publication on the Bank's website.
- 36.5 In addition to the above information, the Client shall provide each unsuccessful Participant individually with the particulars of the calculation of their respective evaluated tender price, or the detailed reasons for the rejection of their respective tender, as appropriate.
- After receipt of the above notification, an unsuccessful Participant may request, in writing, the Client for a debriefing seeking further explanations on the grounds on which his tender was not selected. Upon receiving such a request, the Client shall promptly, and, in any case within two weeks, arrange a debriefing.
- 37. Signing of Contract Agreement**
- 37.1 Pursuant to ITP 36, and promptly upon receipt of the winning Participant's acknowledgement of the notification of award and the bank account details, the Client shall sign the Contract Agreement and send the successful Participant the complete Contract.
- 37.2 Within fourteen (14) calendar days of receipt of the Contract, the successful Participant shall sign, date, and return it to the Client.
- 37.3 Upon signing the Contract, the successful Participant shall provide the Performance Security, as per the Contract Terms and Conditions.

G. Complaints

38. Complaint Procedure

38.1 In the event that any Participant wishes to submit a formal complaint with regard to any aspect of the procurement process, the Participant shall follow the procedures, which can be found at the following link: <https://www.ebrd.com/work-with-us/procurement/project-procurement-complaints.html>

Section II: Data Sheet (DS)

Section II, Data Sheet, provides the specific information in relation to corresponding paragraphs in Section I, Instructions to Participants, and must be prepared by the Client for each specific procurement.

The Client should specify in the Data Sheet information and requirements specific to the circumstances of the Client, the procurement process, the applicable rules regarding the evaluation of tenders and qualification of the Participants that will apply to the tenders.

In preparing Section II, Data Sheet, the following aspects should be verified:

- (a) information that specifies and complements provisions of Section I, Instructions to Participants, must be incorporated;*
- (b) amendments and/or supplements, if any, to provisions of Section I, Instructions to Participants, as necessitated by the circumstances of the specific procurement, must also be incorporated*

Where tenders are being invited for a number of contracts, suitable wording should be introduced, to allow Participants to apply for individual contracts or groups of contracts.

Boxed guidance notes and provisions in italics font are illustrative provisions containing instructions and guidance which the drafter should follow. They are not part of the text, and should not be included in the final Tender Document.

All reference numbers provided in this Section shall be construed as reference numbers in Section I, Instructions to Participants.

Provisions entitled "EXAMPLE" in this Section are optional and may be revised, supplemented and included in the final Tender Document at the Client's discretion.

A. General

ITP 1 Scope of Tender

ITP 1.1 The Client is: *[specify the name of the Client]*

The Project is: *[specify the name of the Project]*

The title of the Tender process is: *[insert complete title]*

The identification number of the Tender process is: *[insert identification number]*

The number of contracts (lots) and titles of contracts, for which the Tender Document are issued: *[insert the number of contracts and list their titles]*

The applicable version of the PPR is *[insert the edition of the applicable PPR]*

The estimated cost of the contract should not be disclosed in the Data Sheet

ITP 2 Source of Funds

ITP 2.1 The Borrower: *[specify the name of the Borrower]*, as appropriate

The Grant Recipient is: *[specify the name of the Grant Recipient]*, as appropriate

[If necessary, provide additional information regarding the source or form of funds, the relationships between the Borrower and the Client or the Beneficiary of the funds]

ITP 2.2 *[If necessary, provide information regarding the payment arrangements, if different from the ones described elsewhere in the document]*

ITP 3 Prohibited Practices

ITP 3.6 The applicable version of the EPP is *[insert the edition of the applicable EPP]*

ITP 4 Eligible Participants

ITP 4.2 *[Provide specific information, if there are any eligibility restrictions]*

ITP 4.9 Request for a change in the status of the prequalified Participant shall be received by the Client not later fourteen (14) days prior to the deadline for tender submission.

ITP 6 Language of Tender

Unless otherwise agreed with the Bank, procurement documentation, including all published procurement notices, shall be prepared and issued by the Client in one of the Bank's working languages. In the interest of broad competition as well as economy and efficiency, the Client may

prepare further sets, or parts, of the Tender Documentation in the local language, in order to assist local firms in tendering.

All documents required by the Bank for review and notification purposes shall be submitted to the Bank in English. In the event of a procurement complaint, the Bank may also require certified English translations of the relevant documents. The Bank will determine on the basis of such English language documentation whether procurement has been carried out in accordance with procedures.

ITP 6.1 The language of the Tender is: *[insert language]*

B. Contents of Tender Document

ITP 8 Clarification of Tender Document, Site Visit, Pre-tender meeting

ITP 8.1 For clarification purposes only, the Client's contact details are:

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

Street Address: *[insert street address and number]*

Floor/Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Postal Code: *[insert postal code, if applicable]*

Country: *[insert name of country]*

Alternatively, the requests for clarifications may be sent to the Client's address below:

E-mail address: *[insert e-mail address]*

Clients, wishing to use e-tendering, shall provide a description of the electronic clarification procedure.

ITP 8.1 All requests for clarifications shall be sent to the Client as follows:

[describe the electronic clarification procedure]

ITP 8.1 Requests for clarification shall be received by the Client no later than *[insert number of calendar days]*, prior to the deadline for submission of tenders

The deadline for clarification requests would normally be set at a date no later than 14 calendar days prior to the deadline for submission of tenders.

ITP 8.4 A clarification meeting *[insert "will" or "will not"]* take place.

[If applicable]

The clarification meeting will take place in

Place: *[insert place, if applicable]*

on the following date:

Date: *[insert date, if applicable]*

Time: *[insert time, if applicable]*

A site visit conducted by the Client *[insert "will" or "will not"]* be organised.

[If applicable]

The site visit will take place in

Place: *[insert place, if applicable]*

on the following date:

Date: *[insert date, if applicable]*

Time: *[insert time, if applicable]*

Clarification meeting and site visit, if any, should normally take place at least 28 calendar days prior to the deadline for tender submission and in any case prior to the deadline for clarification requests specified in ITP 8.1 above.

Clients are recommended to arrange site visit, if any, prior to holding the clarification meeting.

C. Preparation of Tenders

ITP 10 Documents Comprising the Tender

ITP 10.1 The Participant's technical proposal shall include the following:

- (i) the Base Programme, which shall include the order in which the Participant intends to carry out the works, including the anticipated timing of each stage of design (if any), procurement, manufacture of plant, delivery to the site, construction, erection and testing;
- (ii) the Environmental, Social, Health and Safety plan for the Contract;
- (iii) the list of the Contractor's key personnel proposed for the Contract;
- (iv) the list of the major Contractor's equipment;
- (v) the list of planned subcontractors;
- (vi) the list of the bank(s) proposed for issuing the securities under the Contract;
- (vii) the list of insurance company(ies) proposed for provision of insurance policies under the Contract;

[List further additional information, as appropriate]

ITP 10.1 A Participant shall provide the Contract cash flow forecast based on ***[monthly]*** intervals, corresponding to the Base Programme.

ITP 10.1 A Participant shall also provide the following information with the Tender:

- (i) licences (permissions) for the following activities:
[list specific activities which by law are subject to licensing/permission by authorities which are necessary for implementing the Contract]
- (ii) evidence of participation (membership) in self-regulating associations;
- (iii) information on debarment resulting from contracts completed or under execution by the Participant for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;
- (iv) annual financial statements, supported by audit statements or tax returns/acceptance by the tax authorities for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;
- (v) If a Participant refers to the experience and capability of the parent company in order to meet the qualification requirements, the Participant shall also provide:
 - (a) the parent company guarantee; and
 - (b) written confirmation authorising the signatory of the parent company guarantee.

[List further additional information, as appropriate]

In the event that prequalification of potential tenderers has been undertaken the above list shall be appropriate modified

ITP 12 Alternative Tenders

ITP 12.1 Alternative Tenders ***[insert "shall" or "shall not"]*** be permitted.

[If permitted]

Alternative technical solutions are permitted for the following parts of the Works: ***[specify parts of the Works]***,

provided the Participant demonstrates his ability to complete the Works within the Time for Completion, taking into account the time that may be required to obtain necessary approvals of the alternative technical solutions in accordance with the law governing the Contract.

Alternative solutions shall meet the design performance requirements and ensure that the Works will be fit for the originally intended purpose.

If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation Methodology.

Alternative Times for Completion *[insert "are" or "are not"]* permitted.

In the event that alternative times for completion are permitted, the Client shall specify the method for evaluating different times for completion in Section III, Evaluation Methodology.

ITP 13 Tender Prices and Discounts

Price adjustment is mandatory for contracts which provide for the Time of Completion exceeding 18 months.

ITP 13.1 The prices quoted by the Participant shall be: *[insert either "fixed during the performance of the Contract", or "subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract"]*

The rates and prices and the total Tender Price shall all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date 28 days prior to the deadline for submission of Tenders.

Modify the wording above if any taxes or duties, shall not be included in the Tender Price.

ITP 14 Currency(ies) of the Tender

ITP 14.1 The prices shall be quoted by the Participant entirely in *[specify the currency of the tender]*.

Modify the wording above if the tender price may be quoted in any [specific] currencies.

ITP 16 Period of Validity of Tenders

ITP 16.1 ***Insert the number of days deemed appropriate. The period should be minimal, but at the same time sufficient to permit completion of evaluation and comparison of tenders, review of the evaluation report by the Bank , as required, obtaining of all necessary approvals and send the notification of award.***

Typically, the validity period should be 30 to 60 days. A realistic period should be specified in order to avoid the need for extensions.

The tender validity period shall be: *[insert the number of days]* calendar days from the date of tender opening.

ITP 17 Tender Security

ITP 17.1 ***Insert the amount deemed appropriate. The amount shall be expressed as a fixed amount. Tender security shall be normally in the range of 1-3 percent of the estimated Contract price.***

A tender security *[insert "is" or "is not"]* required.

[If a tender security is required]

The tender security shall be equivalent of *[insert amount in figures and words and currency]*.

The issuing bank of the tender security shall have a minimum credit rating of: *[insert details of minimum credit rating or delete this provision]*

ITP 17.2 *[If a tender security is required]*

The tender security amount and currency shall be *[insert amount in figures and words and currency]*, or its equivalent in a freely convertible currency.

[If a tender security is not required, state "N/A"]

ITP 17.3 The issuing bank of the tender security shall have a minimum credit rating of: *[insert details of minimum credit rating]*

[If a tender security is not required, state "N/A"]

ITP 18 **Format and Signing of Tender**

ITP 18.1 In addition to the original version of the tender, the number of copies required is: *[insert number of copies]*.

D. Submission of tenders

ITP 19 Submission of Tenders

ITP 19.1 Procedures for submission, sealing and marking are as follows:

The Participant submitting tender by mail or by hand shall enclose the original and copies of the tenders in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL" and "COPY". These envelopes shall then be enclosed in one single package and sealed;

The inner and outer envelopes shall:

- (a) bear the name and address of the Participant;
- (b) be addressed to the Client, as per ITP 21.1;
- (c) bear the specific identification of this Tendering process; and
- (d) bear a warning not to open before the time and date for Tender Opening.

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

Where electronic submission is used, details of the electronic submission shall be provided and the above provisions relating to hard copy submission shall be deleted.

ITP 19.1 Participants submitting their tenders electronically shall follow the procedure below: *[describe the electronic tender submission]* .

ITP 20 Withdrawal and Modification of Tenders

ITP 20.1 A Participant may withdraw or modify its tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation. The corresponding modification of the Tender shall be enclosed to the respective written notice. All notices must be prepared and submitted in accordance with ITP 19 with a number of copies, as per ITP 18, and in addition, the respective envelopes shall be clearly marked "Withdrawal," or "Modification".

Tenders requested to be withdrawn shall be returned to the Participants as soon as practicable.

Clients, wishing to use e-tendering, shall provide a description of the electronic withdrawal/modification procedures.

ITP 20.1 Participants submitting their tenders electronically shall follow the withdrawal/modification procedure as follows: *[describe the electronic withdrawal/modification procedure]*

ITP 21 Deadline for Submission of Tenders

ITP 21.1 For tender submission purposes the Client's address is:

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

Street Address: *[insert street address and number]*

Floor/Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Postal Code: *[insert postal code]*

Country: *[insert name of country]*

The deadline for Tender submission is:

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

Time: *[insert the time and time zone]*

Clients, wishing to use e-tendering, shall provide a description of the electronic tender submission procedures.

ITP 21.1 Participants submitting their tenders electronically shall follow the submission procedure as follows:
[describe the electronic tender submission]

ITP 21.1 The deadline for tender submission is:

Date: *[insert the date]*

Time: *[insert the time]*

ITP 23 Tender Opening

The date of the Tender Opening shall be the same as for the deadline for tender submission specified under ITP 21.1 above.

The time specified for Tender Opening should normally be the same as for the deadline for tender submission or promptly thereafter.

ITP 23.1 The Client shall conduct the Tender Opening at

Date: *[insert the date]*

Time: *[insert the time]*

in the presence of Participants' designated representatives, who chooses to attend, and at the address specified below:

The Tender Opening shall take place at:

Street Address: *[insert street address and number]*

Floor/Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Postal Code: *[insert postal code]*

Country: *[insert name of country]*

First, submissions marked "Withdrawal" shall be read out and the corresponding tenders shall not be opened, but returned to the Participants. No tender withdrawal shall be considered unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal.

Next, submissions marked "Modification" shall be opened and read out with the corresponding tender. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification.

The Client shall open all other tenders one at a time and read out: the name of the Participants, the tender prices, including discounts and prices for alternatives, if any, the presence (or absence) of tender security, if required pursuant to ITP 17, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.

No tenders shall be rejected at the Tender Opening, except for late tenders, which shall be returned unopened to the Participant.

Clients, wishing to use e-tendering, shall provide a description of the electronic tender opening procedure.

The Client will apply the following procedure for the Tender Opening:

[describe the electronic tender opening procedure]

Section III: Evaluation Methodology

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A. Tender Evaluation Methodology

Preliminary Examination

Tenders will be examined to check that all documents required by the Tender Document have been submitted and are included in the individual tenders.

Where appropriate, subject to the provisions of ITP 28, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

Tenders that are not substantially responsive to the requirements of the Tender Document shall not be considered further and will be deemed to be rejected.

Correction of Arithmetical Errors

The Client shall check the arithmetic and correct any arithmetical errors of the tenders, which passed the detailed examination and shall correct any errors in accordance with the provision of ITP 30.

Adjustment for Provisional Sums

For the purposes of comparison and evaluation of tenders, any provisional sums and contingencies, if any, shall be excluded from the evaluated tender price. Where priced competitively, the price of dayworks shall be added to the evaluated tender price.

Discounts

The Client will adjust the tender price, using the methodology prescribed by the Participant in his Letter of Tender.

In the event of any ambiguity in the Participant's methodology, the benefit of the doubt shall be given to the Client. If a Participant does not accept the Client's determination, its tender shall be declared non-responsive and its tender security may be forfeited.

Conversion to a Single Currency

For evaluation and comparison purposes, the Client shall convert the corrected tender prices to a single currency [*state currency*] at the selling rates established by the [*state the bank, relevant to the currency*] on the date of the Tender Opening [*or 28 calendar days prior to the Tender Opening date*].

Adjustment for Further Evaluation Factors

Moreover, the Client shall apply further adjustments to calculate the evaluated tender price:

EXAMPLE:

The Client requires the Works covered under this Tender Document to be completed within the Time for Completion specified in the Contract.

[Participants offering completion beyond this time will be rejected as non-responsive. Equally, no benefits will be given for early completion]

or

[For evaluation purposes an adjustment will be calculated for each Participant offering completion of the Works beyond the Time for Completion (the base) stated in the Contract at (____) percent of the corrected tender price, exclusive of the provisional sums and contingencies, for each day of delay beyond the base and such adjustment will be added to the corrected tender price, up to a maximum of (____) percent. Similarly, for early completion (____) percent of the corrected tender price, exclusive of the provisional sums and contingencies, will be deducted from the corrected tender price for each day of early completion prior to the base, up to a maximum of (____) percent]

The above adjustment rate for the evaluation shall correlate with the rate of delay damages for later completion of the works specified in the Contract.

The adjustment can be made either as a percentage of the tender price or a fixed amount, denominated in the currency used for the comparison of tenders.

If additional evaluation factors are used, they shall be described in necessary details below.

If alternative proposals are permitted, add the section below

Alternative proposals, if permitted, related to technical components or time shall be evaluated as follows:

[Insert specific method of evaluation of alternative proposals]

EXAMPLE:

Participants offering technical alternatives to the requirements of the Tender Document shall further provide all information necessary for a complete evaluation of the alternative by the Client, including, as appropriate, drawings, design calculations, the technical specifications, breakdown of prices, and other relevant details.

[Technical alternatives, which comply with the Client's requirements for parts of the Works permitted by the Client to be designed by the Contractor, shall be considered by the Client on their own merits]

or

[Only the technical alternatives, if any, of the most economically advantageous responsive Participant shall be considered by the Client]

Determination of the Evaluated Tender Price

The Client will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (i) Making any correction for arithmetical errors;
- (ii) Adjusting for provisional sums and contingencies;
- (iii) Applying the discounts offered, if any, by Participants;
- (iv) Converting, if applicable, into the common evaluation currency;
- (v) Adding the cost of quantifiable non-material deviations and omissions;
- (vi) Adjusting for savings of alternative technical proposals, if permitted;
- (vii) Adjusting for alternative time for completion, as appropriate if permitted;
- (viii) Adjusting by applying further evaluation factors.

Ranking

Following the above steps, the Client shall rank the tenders in terms of the evaluated tender price.

The most economically advantageous tender is the tender, which has the **[lowest]** evaluated tender price.

Detailed Evaluation

The Client shall subject the most economically advantageous tender only to a detailed evaluation in respect of the requirements of Section VI, Requirements, and Section VII, Contract Terms and Conditions, based on the information submitted pursuant to the requirements of ITP 10.1 and ITP 12.1.

In the event that the most economically advantageous tender is determined to be substantially responsive in accordance with the provisions of ITP 26 and its ranking has not changed upon applying the adjustments in accordance with the provisions of ITP 28, the Client shall establish whether the Participant is qualified to perform the Contract in accordance with the provisions of ITP 33.

In the event that

- (a) the most economically advantageous tender is determined to be substantially non-responsive to the requirements of the Tender Document in accordance with ITP 26, the tender shall be rejected; or
- (b) the Participant that has submitted the most economically advantageous tender is not determined to be qualified to perform the contract in accordance with ITP 33, the tender shall be rejected; or
- (c) if after applying the adjustments in accordance with the provisions of ITP 28 the ranking of the most economically advantageous tender has changed;

the Client shall reassess the ranking of all tenders and then proceed in accordance with detailed evaluation, as described above.

Unbalanced or Abnormally Low Tenders

If in the opinion of the Client, the Tender which results in the most economically advantageous priced, is seriously unbalanced or front loaded or determined to be abnormally low, the Client may require the Participant to produce detailed price analyses for any or all items of the Price Schedules, and supplementary evidence, to demonstrate the internal consistency of those prices with the information provided in the Participant's technical proposal.

After evaluation of the price analyses, and taking into consideration the Contract cash flow forecast, in the event that the Client still considers that the Tender is seriously unbalanced or front loaded, he shall clarify his concerns with the Participant in writing.

In the event that the Participant subsequently unable to demonstrate beyond reasonable doubt its capability to perform the contract for the offered price, the Tender shall be rejected as non-responsive.

Verification of Qualification

The Client shall determine to its satisfaction whether the Participant that is selected as having submitted the most economically advantageous and substantially responsive Tender meets the eligibility and qualification criteria and requirements, specified in Section IV, Eligibility and Qualification Criteria, as per the methodology, defined in Part B of Section III, Evaluation Methodology.

The determination shall be based upon an examination of the documentary evidence of the Participant's qualifications submitted by the Participant pursuant to the requirements of ITP 10.1.

An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Tender, in which event the Client shall proceed to the next most economically advantageous and substantially responsive Tender to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.

Award of Contract

The Client shall award the contract to the qualified Participant submitting the most economically advantageous tender, substantially responsive to the requirements of the Tender Document.

This provision is to be used where tenders are invited for a number of contracts/lots and Participants have been invited to offer discounts for the award of more than one Contract.

The Client will award the Contracts to the Participants, whose tenders have been determined to be substantially responsive and the combination of these evaluated tender prices provides for the most economically advantageous price cumulatively, provided further that the Participants are determined to be qualified to perform the Contracts satisfactorily.

B. Qualification Requirements

To be qualified for the Contract award, a Participant must demonstrate to the Client that it substantially meets all eligibility criteria, defined in ITP 4, as well as the qualification criteria specified in Section IV, Eligibility and Qualification Criteria, and defined below:

When the tender refers to more than one contract and the works are to be tendered on a 'slice and package' basis, specific criteria should be established for every lot, any combination of lots, and for the whole package.

EXAMPLE:

Financial Situation

The financial information shall be provided for the time periods stated in Section IV, Eligibility and Qualification Tables.

The monetary values in the respective Forms shall be expressed in equivalent of ***[specify the currency]***.

The values in other currencies than the defined currency should be recalculated into the above stated currency, based on the exchange rate as set by ***[state the bank, relevant to the currency]*** on the 1st of July of each year reported.

The submitted annual financial statements for the required period must demonstrate the soundness of the Participant's financial position, showing long term profitability. Consistent losses or a risk of insolvency shown in the accounts may be cause for the disqualification of the Participant.

Experience

The Participant shall meet the minimum criteria for general, management and specific experience for the time period stated in Section IV, Eligibility and Qualification Criteria.

Where necessary, the Client may make inquiries with the Participant's clients in respect of the reference projects/contracts.

Specific Requirements with regard to JVCA

JVCAs must satisfy the following minimum qualification requirements:

- (a) the JVCA must satisfy collectively all the qualification criteria, for which purpose the relevant figures for each of the partners shall be added to arrive at the JVCA's total capacity;
- (b) each partner of JVCA shall fully satisfy the requirements with regard to the soundness of the financial position and non-performance history. They also shall individually meet the share/percentage of certain qualifying criteria, as stated in Section IV, Eligibility and Qualification Criteria.

Subcontractors/Sub-suppliers

Where, according to his technical proposal, the Participant plans to use specific suppliers and/or subcontractors for major or specialized items or works, in excess of ***[insert percentage]*** percent of the estimated value of the Contract, and/or for any of the specific operations and works, the Client may assess their qualification.

The subcontractor's turnover and financial resources shall be disregarded for the purposes of qualification of the Participant. However, their specific experience related to the Contract and/or availability of licenses, where required, may be taken into account.

The Participants must demonstrate that the suppliers and subcontractors proposed for the above mentioned works substantially satisfy the following requirements:

- the Participant's subcontractors shall have successful experience in the execution of at least **[insert the number]** contracts of a nature, complexity and magnitude comparable to the works/supply proposed for subcontracting within the last **[insert the number]** years;
- shall have sufficient capabilities with respect to personnel, equipment, and supply or construction;
- shall have sound financial position, showing long term profitability.

Should a subcontractor be determined to be unqualified or otherwise unacceptable, the tender shall not be rejected, but the Participant shall be required to substitute the proposed subcontractor with an acceptable one.

Equipment Availability

The Participant shall own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the key items of equipment, listed in Section IV, Eligibility and Qualification Criteria, being in full working order, and must demonstrate that they will be available for use in the contract.

If in the technical proposal the Participant has listed alternative equipment to use for the Contract, the Client shall review the explanation of the proposal to satisfy himself that the Contract may be completed on time.

Should the equipment proposed be not available for the time required for the Contract implementation, the tender may be rejected.

Personnel Capabilities

The Participant shall provide suitably qualified personnel to the positions listed in Section IV, Eligibility and Qualification Criteria.

For each position Participant shall supply information in the relevant form on a main candidate and an alternate, each of whom should meet the experience requirements specified in Section IV, Eligibility and Qualification Criteria.

Should a person be determined to be unqualified or otherwise unacceptable, the tender shall not be rejected, but the Participant shall be required to substitute the proposed person with an acceptable one.

Section IV: Eligibility and Qualification Criteria

In order to demonstrate compliance with the qualification criteria, the Participant shall provide all the requested information in accordance with the forms provided in Section V, Forms.

Factor	Table 1. Eligibility					
Sub-Factor	Requirement	Participant				Documentation Required
		Single Entity	Joint Venture, Consortium or Association			
	All partners combined		The Lead Partner	Each Other Partner		
1.1 Conflict of Interest	No conflicts of interests, as described in ITP 4.3	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>
1.2 Bank Ineligibility	Compliance with conditions of ITP 4.5	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>
1.3 Affiliation	Compliance with conditions of ITP 4.6	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Form ELI-1 (for JVCA also Form ELI-2) with attachments</i>
1.4 Ineligibility based on a conviction of an intentional crime, the national law prohibition UN SC decisions	Compliance with conditions of ITP 4.8	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>

N/A denotes "NOT APPLICABLE"

Factor		Table 2. Financial Situation					Documentation Required
Sub-Factor	Requirement	Criteria					
		Single Entity	Participant				
			Joint Venture, Consortium or Association				
			All partners combined	The Lead Partner	Each Other Partner		
<i>The information shall be provided for the period of 20__ to 20__</i>							
2.1 Historical Financial Performance	<i>Submission of audited balance sheets, or if not required by the law of the Participant's country, other financial statements acceptable to the Client</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Form FIN-1 with attachments</i>	
2.2. Average Annual Turnover	<i>Minimum average annual turnover [insert amount and currency, as per Section III, Evaluation Methodology] (____) equivalent</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Form FIN-2</i>	

Factor	Table 3. Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Participant				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			The Lead Partner	Each Other Partner		
<i>The information shall be provided for the period of 20__ to 20__</i>						
3.1 General experience	<p><i>Experience as a contractor (in any role), in the execution of at least [insert number] (___) contracts, each with a value of works, implemented by the Participant, at least [insert value and currency, as per Section III, Evaluation Methodology] (___) equivalent, that have been successfully and substantially completed and that are similar to the proposed contract.</i></p> <p><i>The similarity shall be based on the nature, complexity, methods/technology used or other key characteristics of the Contract, as described in Section VI, Requirements.</i></p>	<p><i>Must meet requirement</i></p>	<p><i>Must meet requirement</i></p>	<p><i>[Insert criterion for the Lead Partner]</i></p>	<p><i>[Insert criterion for each other partners]</i></p>	<p><i>Form EXP-1W</i></p>

Table 6. Equipment

The Participant shall own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means), the following key items of equipment in full working order, and must demonstrate that, based on known commitments, they will be available for use in the proposed Contract.

The Participant may also list alternative equipment which he would propose to use for the Contract, together with an explanation of the proposal.

No.	Equipment Type and Characteristics	Minimum Number required

Documentation Required:

Form CON-1: Contractor's Equipment

Insert a list of the key equipment needs based on specific items or performance criteria, as appropriate. The items listed shall be limited to major items of equipment, which shall be critical for satisfactory performance of the Contract, and which may not readily be available for purchase, hire, or lease in the Client's country within a reasonable timeframe.

Table 7. Personnel

The Participant shall provide suitably qualified personnel to fill the following positions. For each position the Participant will supply information on a first choice candidate and an alternate, each of whom should meet the experience requirements specified below:

No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)

Documentation Required:

- Form CON-2: Contractor's Personnel and
- Form CON-3: Resume of Proposed Personnel

List only key management and specialist positions and their respective minimal experience requirements. Do not include all principals or head office personnel, who are not directly involved in the project implementation, and other non-specialist personnel. In the event if the proposed Contract provides for a part of the works to be designed by the contractor, particular criteria should be specified for the design personnel that may be proposed by the Participant.

Section V: Forms

This Section contains Forms which must be completed and submitted by the Participant.

Forms that are not required for the particular Tender shall be deleted and the Table of Forms amended accordingly.

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Check List for Works Contracts Tenders

Letter of Tender	<input type="checkbox"/>
Covenant of Integrity - Attachment 1 to Letter of Tender	<input type="checkbox"/>
Appendix to Tender	<input type="checkbox"/>
Enclosures to Letter of Tender:	
Charter(s)	<input type="checkbox"/>
Registration (incorporation) documents	<input type="checkbox"/>
Duly authorised power of attorney	<input type="checkbox"/>
<i>[JVCA agreement or a letter of intent signed by all partners to the JVCA]</i>	<input type="checkbox"/>
<i>[JVCA form]</i>	<input type="checkbox"/>
<i>[The Parent Company Guarantee]</i>	<input type="checkbox"/>
<i>[Written confirmation authorising the signatory of the Parent Company Guarantee]</i>	<input type="checkbox"/>
Price Schedules	<input type="checkbox"/>
Form of Tender Security	<input type="checkbox"/>
Technical Proposal Form	<input type="checkbox"/>
Form PS-1: List of Proposed Subcontractors	<input type="checkbox"/>
Cash flow forecast	<input type="checkbox"/>
Participant's Eligibility and Qualification Forms:	
Form ELI-1: Eligibility Participant Information Sheet	<input type="checkbox"/>
Form ELI-2: JVCA Information Sheet	<input type="checkbox"/>
Form FIN-1: Financial Situation	<input type="checkbox"/>
Form FIN-2: Average Annual Turnover	<input type="checkbox"/>
Form EXP-1W: General Experience	<input type="checkbox"/>
Form CON-1: Contractor's Equipment	<input type="checkbox"/>
Form CON-2: Contractor's Personnel	<input type="checkbox"/>
Form CON-3: Resume of Proposed Personnel	<input type="checkbox"/>

Letter of Tender

The Participant must prepare the Letter of Tender on stationery with its letterhead clearly showing the Participant's complete name and address. All text within square brackets [] is for guidance in preparing this form and shall be deleted by the Participant from the final document.

The Form may need to be amended, taking into account the requirements and standard forms of the Contract, included in Section VII, Contract Terms and Conditions.

Regardless the standard forms used, the Covenant of Integrity must be attached to the Letter of Tender.

The text below is designed for use with the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, 1999; or with FIDIC MDB Harmonised Edition of the Conditions of Contract for Construction, 2010.

Date:

Tendering No: *[insert the number]*

Contract: *[insert the title]*

To: *[insert the Client's name]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the above referenced Tender Document, including Addenda issued in accordance with Instruction to Participants (ITP);
- (b) We offer to execute the works in conformity with the above referenced Tender Document for: _____;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, **exclusive** of VAT, is: _____ *[enter figures and words]*

Amend the wording as appropriate to reflect the VAT requirements

and the total price of our Tender, excluding any discounts offered in item (d) below, **inclusive** of VAT, is: _____ *[enter figures and words];*

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our Tender shall be valid for a period of _____ *[insert validity period as specified in ITP]* days from the tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that the Appendix to Tender and Attachment 1 to the Letter of Tender – Covenant of Integrity, form part of this Letter of Tender.
- (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Contract;
- (h) We, any subcontractors or suppliers and sub-suppliers for any part of the Contract, are eligible for award of the Bank's financed contracts and receiving the payments from the Bank's finance;
- (i) We, including any subcontractors or suppliers and sub-suppliers for any part of the contract do not have any conflict of interest in accordance with ITP;

- (j) We, including any of our subcontractors or suppliers and sub-suppliers for any part of the Contract, have not been declared ineligible by the Bank, due to conviction of an intentional crime (and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of submission of tender); under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process; or by an act of compliance with a decision of the United Nations Security Council.
- (k) We are not participating as a Participant or as a partner in a JVCA in more than one Tender in this Tendering process;
- (l) We are **[not]** a government owned entity **[but meet the requirements of ITP]**;
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract **[If none has been paid or is to be paid, state "N/A"]**:

Name of Recipient	Address	Reason	Amount

- (n) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed;
- (o) We understand that you are not bound to accept the most economically advantageous tender or any other Tender that you may receive; and
- (p) If awarded the Contract, the person named below shall act as Contractor's Representative:

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign the Tender for and on behalf of:	
Date:	

Covenant of Integrity

(Attachment 1 to Letter of Tender)

To: _____ *[insert name of Client]*

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the procurement process or in the execution or supply of any works, goods or services for *[insert the name of the Contract]* (the "Contract") and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the procurement process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- (iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and
- (v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i), (ii), (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required ¹

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- (i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- (ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
- (vi) an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
- (vii) a **Theft** which means the misappropriation of property belonging to another party.

Following the submission of our tender, we grant the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, suppliers, sub-suppliers, concessionaires, consultants and sub-consultants accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

¹ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the procurement process for the Contract.

Appendix to Tender

The text below is designed for use with the FIDIC Conditions of Contract Short Form of Contract, 1999 (Green Book).

If different conditions of Contract are used, the Appendix and references shall be amended accordingly or deleted.

With the exception of those requirements for which the Client's requirements have been inserted, the following information must be completed and enclosed to the Letter of Tender.

Conditions	GCC Sub-Clause	Data
Documents forming the Contract listed in the order of priority	1.1.1	
Document (delete if not applicable)		Document Identification
(a) The Agreement		
(b) Particular Conditions		
(c) General Conditions		
(d) The Specification		
(e) The Drawings		
(f) The Price Schedules (Bill of Quantities)		
(g)		
Time for Completion	1.1.9	_____ days
Law of the Contract	1.4	Law of the Country
Language	1.5	
Provision of the Site	2.1	_____ days after the Commencement Date
Authorised Person	3.1	
Name and address of Employer's Representative	3.2	
Performance security:		
Amount	4.4	
Form	4.4	
Requirements for Contractor's design (if any)	5.1	Specification Clause No _____
Programme:		
Time for submission	7.2	Within 14 days of the Commencement Date
Form	7.2	
Amount payable due to failure to complete	7.4	_____ per day up to a maximum of 10% of the Final Contract Price
Period for notifying defects	9.1 & 11.5	365 days* calculated from the date stated in the notice under Sub-Clause 8.2
Variation procedure		
Daywork rates	10.2	_____ (details)

Conditions	GCC Sub-Clause	Data
Valuation of the Works		
Remeasurement with Bill of Quantities	11.1	_____ (details)
Percentage of value of Materials and Plant	11.2	Materials _____% Plant _____%
Percentage of retention	11.3	_____%
Currency of payment	11.7	
Rate of interest	11.8	_____ % per annum
Insurances	14.1	

Type of cover*	Amount of cover*	Exclusions*
The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%	
Contractor's Equipment	Full replacement cost	
Third Party injury to persons and damage to property		
Workers		
Other cover		

Arbitration

Rules	15.3	UNCITRAL Arbitration Rules
Appointing authority	15.3	President of FIDIC or his nominee
Place of Arbitration	15.3	

Price Schedules (Bill of Quantities)

The Price Schedules shall be structured to reflect the Works to be carried out under the contract and provide a clear basis for evaluation of tenders as well as easy resulting contract administration.

The Prices Schedules used for “unit price based” or “re-measurement” contracts for which the works are to be re-measured to establish the actual value of the works done, are also termed as the Bill of Quantities.

These notes for preparing a Bill of Quantities are intended only as information for the Client or the person drafting the Tender Document. They should not be included in the final documents.

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of works executed.

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

Content

The Bill of Quantities should normally be divided into the following sections:

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (a) Daywork Schedule (if necessary);
- (b) Provisional Quantities and Sums; and
- (c) Summary

Preamble - The preamble should indicate the inclusiveness of the unit prices and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works. The Price Schedules do not generally give a full description of the works and plant to be supplied under each item. Participants shall be deemed to have read the Requirements and parts of the Tender Document and to have reviewed the drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit. If Participants are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the ITP prior to submitting their tender. Many national standard reference guides have been prepared on the subject.

Work items - The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities. When a combination of price adjustment formulae is used, they should relate to appropriate sections in the Bill of Quantities.

Pricing - The pricing of the Bill of Quantities must be consistent with the pricing and currency provisions in the rest of the document (e.g. Instructions to Participants, Data Sheet, and Terms and Conditions of Contract). Usually, rates and prices are entered in the common currency of the tender (specified in the Data Sheet) only, or in several currencies, if provided so in the Data Sheet.

Tender prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Tenderers. For each item, tenderers shall complete each appropriate column in the respective Schedules, giving the price breakdown, as required. Prices given in the Schedules for each item shall be for the scope covered by that item as detailed in the Requirements or elsewhere in the Tender Document.

Where there are discrepancies between the total of the amounts in the column for the price breakdown and the amount in the column for the total price, the former shall prevail and the latter will be corrected accordingly. Where there are discrepancies between the total of the amounts of Schedules the amount given in the Grand Summary, the former shall prevail and the latter will be corrected accordingly. Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

Items left blank will be deemed to have been included in prices for other items. The total for each schedule and the total of the Grand Summary shall be deemed to be the total price for executing the Works and sections thereof in complete accordance with the Contract, whether or not each individual item has been priced.

When requested by the Employer for the purposes of making payments or part payments, calculating variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

Quantities - Quantities should be computed net from the drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

Units of measurement - The metric system is recommended for use, unless other national units are mandatory in the country of the Client.

Ground and excavation levels - The commencing surface should be identified in the description of each item for work involving excavation, boring, or driving, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for work involving excavation for which the excavated surface is not also the final surface. The depths of work should be measured from the commencing surface to the excavated surface, as defined.

Rocks - Where excavation, boring, or driving is included in the works, a comprehensive definition of rock (often a contentious topic in Contract administration), if not given the Technical Specification, should be given in the preamble, and this definition should be used for the purposes of measurement and payment.

Daywork Schedule - A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Client of the realism of rates quoted by the Participants, the Daywork Schedule should normally comprise:

- (a) a list of the various classes of labour, materials, and construction plant for which basic daywork rates or prices are to be inserted by the Participant, together with a statement of the conditions under which the contractor will be paid for work executed on a daywork basis; and
- (b) a percentage to be entered by the Participant against each basic daywork subtotal amount for labour, materials, and plant representing the contractor's profit, overheads, supervision, and other charges.

A "Daywork Schedule" is commonly found in Contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among Participants, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the Tender Document, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Tender Summary in order to make the basic rates of the Daywork Schedule competitive.

The total amount assigned to such competitive Daywork Schedule is normally three to five (3-5) percent of the estimated Contract price, and is regarded as a Provisional Sum for contingencies to be expended under the

direction and at the discretion of the Engineer/the Project Manager. A limitation on quantity should not apply, and the unit rate quoted should be invariable whatever quantities of work are ordered.

Provisional Quantities and Sums - Provision for quantity contingencies in any particular item or class of work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities for the item or class of work in question, and not by increasing the quantities for that item or class of work beyond those of the work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) can be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases *should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The amount assigned to such Provisional Sums should be based on a realistic estimate of the likely increases. The use of these Provisional Sums should be monitored very closely, and where the total value of such Provisional Sums exceeds five (5) percent of the estimated Contract price, an audit of these Sums should be carried out when an amount representing five (5) percent of the estimated Contract price has been expended under Provisional Sums.

The estimated cost of specialised work to be carried out, or of special goods to be supplied, by a nominated subcontractor should be indicated in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate tender procedure is normally carried out by the Client to select the specialists, who are then nominated as subcontractors to the main or prime contractor. To provide an element of competition among the main Participants (or prime contractors) in respect of any facilities, amenities, attendance, etc., to be provided by the successful Participant as prime contractor for use and convenience of the specialist or nominated subcontractor, each related Provisional Sum should be followed by an item in the Bill of Quantities inviting a percentage (to be quoted by the main Participant) payable on the actual expenditure of the Provisional Sum.

Summary - The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with Provisional Sums for dayworks, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

EXAMPLE:

Price Schedules

Participant's Legal Name: _____

Date: _____

Tender No.: _____

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SECTION 1

Item	Description	Qty.	UNIT PRICE	TOTAL PRICE
			Currency*	Currency*
			1	2
	TOTAL (TO GRAND SUMMARY)			

Signature of the Participant _____

[* *Specify currency in accordance with ITP 14.
If more than one currency is allowed and used, please fill in a separate table for each currency]*

Price Schedules

Participant's Legal Name: _____

Date: _____

Tender No.: _____

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GRAND SUMMARY

Item	Description	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
		Currency A*	Currency B*	Currency ...*
	TOTAL SECTION 1			
	TOTAL SECTION 2			
	TOTAL SECTION 3...			
	GRAND TOTAL (TO LETTER OF TENDER)			

Signature of the Participant _____

[* *Specify currency(ies) in accordance with ITP 14]*

Form of Tender Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

Note for the Participant - All Italicised text is for use in preparing this form and shall be deleted from the final document.

[Guarantor Letterhead and SWIFT identifier code]

To: *[Insert name and address of Beneficiary (the Client)]*

Date: *[Insert date of issue]*

Type of Guarantee: Tender Security

Guarantee No.: *[Insert guarantee reference number]*

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

The Participant *[Insert name and address of the Participant]*

The Beneficiary: *[Insert name and address of the Client]*

The Underlying Relationship: The Participant's obligation in respect of *[insert reference number and details of the Invitation to Tender]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below: A written statement stating that the Participant is in breach of its obligation(s) under the Tender conditions, because the Participant:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Participant in the Letter of Tender; or
- (b) does not accept the correction of arithmetic errors, in accordance with the Tender Document; or,
- (c) having been notified of the acceptance of its Tender by the Beneficiary during the period of Tender 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 Tender Document.

Language of any required documents: *[Insert the language as per the Tender Document]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue: A demand under this guarantee may be presented as from the due date for the submission of tenders

Guarantee Expiry:

The Guarantee shall expire:

- (a) if the Participant is the successful Tenderer, upon our receipt of copies of the Contract signed by the Participant and the performance security issued to you upon the instruction of the Participant; and
- (b) if the Participant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Participant of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Participant's Tender.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

..... [Seal of Bank and Signature(s) of authorised representatives of the bank].

Sample Parent Company Guarantee

If the Tender, for the purposes of meeting the qualification requirements of the Tender Document, wants to use the references of his parent company, he shall support his tender with the parent company's unconditional guarantee of due performance of all the Contractor's obligations and liabilities under the Contract.

[Letterhead of the Tenderer's Parent Company]

Date: *[insert the date]*

To: *[name and address of the Client]*

Sirs,

Re: *[specify the Contract]*

We have been informed that *[insert the Tenderer's name]* (hereinafter called the "Tenderer" or the "Contractor", as appropriate) is submitting a tender for the above Contract in response to your invitation, and that the conditions of your invitation require his tender to be supported by a parent company guarantee.

In consideration of you, the Client (hereinafter called the "the Employer), awarding the Contract to the Tenderer, we *[name of the Parent Company]* irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue to be in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorise them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed _____

Name _____

For and on behalf of

[Name of the Tenderer's Parent Company]

Technical Proposal Form

The Form need to be drafted to provide a clear guidance to Participants about the information required to be submitted in response to the requirements of the Tender Document, and especially Section VI, Requirements, and Section VII, Contract Terms and Conditions.

It shall be supplemented with forms, if deemed necessary.

The key areas to be covered are

- *the Base Programme;*
- *the Environmental, Social, Health and Safety plan for the Contract;*
- *the logistics plan;*
- *the list of the Contractor's key personnel proposed for the Contract;*
- *the list of the major Contractor's equipment;*
- *the list of planned subcontractors;*
- *the list of suppliers/vendors for major items materials and plans;*

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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Base Programme Information

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

We acknowledge that the Base Programme Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract.

The Base Programme Information consists of the following information:

1. Site Organisation and Method statement; and
2. Mobilisation and Construction Schedules

Site Organization and Method Statement

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

The Participant shall provide general description of the arrangements and method statement which the Participant intends to adopt for the execution of the Works. The Participant's arrangements and method statement should demonstrate their adequacy for satisfactory execution of the Works in conformity with the Tender Document.

Mobilisation and Construction Schedules

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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The Participant shall provide information and/or schedule showing the order in which the Participant intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract including but not limited to:

- (a) mobilisation of the Contractor's Plant and Equipment;
- (b) execution of each key construction activity including anticipated construction rates and estimated timing for commencement and completion;
- (c) details relating to the sources of the key materials, estimated transportation distances for the materials;
- (d) other information as the Participant deems relevant or appropriate.

Schedule of Supplementary Information

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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We acknowledge that this Schedule of Supplementary Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract. The Schedule of Supplementary Information consists of the following information:

- (i) Details of Proposed Insurer (s); and
- (ii) Details of Proposed Bank Issuing Performance and Advance Payment Securities.

Details of proposed Insurer(s)

The Participant shall provide name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract.

Details of Proposed Bank Issuing Performance and Advance Payment Securities

The Participant shall provide the name and the address of the issuing bank, which will provide the Performance and Advance Payment Securities. The Participant shall also provide information about the current credit rating of the issuing bank by Moody's or Standard & Poor's or other rating agencies.

Form PS-1: List of Proposed Subcontractors

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

SUBCONTRACTORS AND SUPPLIERS	
Subcontractor/Supplier Name and Address	Brief Description of the Services/Works/Supplies, including expected share of the contract scope

Where the Participant proposes to use a named subcontractor/sub-supplier for the execution of any part of the contracts, the Participant shall provide the following information for each proposed subcontractor:

- name, head office address;
- place of incorporation/registration;
- year of incorporation/registration and contact details;
- brief description and the estimated value of the part of the contract, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor(s) to perform the proposed part of the contract including:
 - (a) experience and past performance on the execution of works/provision of services/supply of goods;
 - (b) capabilities with respect to personnel, equipment, and construction; and
 - (c) financial position
- appropriate justification of the need for the use of the proposed subcontractor for the execution of the contract

[The data on subcontractors/sub-suppliers should be supplied using the respective Forms (to be marked with *) for each subcontractor/sub-supplier]

Participant's Eligibility and Qualification Forms

To establish its qualifications to perform the Contract in accordance with Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI-1: Participant Eligibility Information Sheet

Participant's Legal Name: _____

Date: _____

Tender No.: _____

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Participant Information	
Participant's legal name	
In case of JVCA, legal name of each partner	
Participant's actual or intended country of constitution, Incorporation, or Registration	
Participant's year of constitution, Incorporation, or Registration	
Participant's legal address in country of constitution	
Participant's authorized representative (name, address, telephone numbers, email address)	
<p>Attached are copies of the following original documents.</p> <div style="margin-left: 20px;"> <div style="margin-bottom: 20px;"> <input style="width: 40px; height: 40px; border: 2px solid black; margin-right: 10px;" type="checkbox"/> <p>1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.</p> </div> <div style="margin-bottom: 20px;"> <input style="width: 40px; height: 40px; border: 2px solid black; margin-right: 10px;" type="checkbox"/> <p>2. Authorization to represent the firm or JVCA named in above, in accordance with ITP 18.</p> </div> <div> <input style="width: 40px; height: 40px; border: 2px solid black; margin-right: 10px;" type="checkbox"/> <p>3. In case of JVCA, JVCA agreement, in accordance with ITP 10.</p> </div> </div>	

4. In case of a government-owned entity, any additional documents required to comply with ITP 4.

Form ELI-2: JVCA Information Sheet

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____

Date: _____

Tender No.: _____

Page _____ of _____ pages

Each member of a JVCA must complete this form

JVCA Information	
Participant's legal name	
JVCA Partner's legal name	
JVCA Partner's country of constitution	
JVCA Partner's year of constitution	
JVCA Partner's legal address in country of constitution	
JVCA Partner's authorized representative information (name, address, telephone numbers, fax numbers, email address)	
Attached are copies of the following original documents.	
<input style="width: 30px; height: 30px;" type="checkbox"/>	1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.
<input style="width: 30px; height: 30px;" type="checkbox"/>	2. Authorization to represent the firm named above, in accordance with ITP 4.
<input style="width: 30px; height: 30px;" type="checkbox"/>	3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITP 4.

Form FIN-1: Financial Situation

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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Each Participant or member of a JVCA must complete this form with the Financial Data for the required period.

Information from Balance Sheet (*[state currency, as per Section III, Evaluation Methodology]* equivalent)

	Year 1: (Enter year)	Year 2: (Enter year)	Year ...: (Enter year)
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement (*[state currency], as per Section III, Evaluation Methodology* equivalent)

	Year 1: (Enter year)	Year 2: (Enter year)	Year ...: (Enter year)
Total Revenues			
Profits Before Taxes			
Profits After Taxes			



Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the Participant or partner to a JVCA.

Historic financial statements must be audited by a certified accountant.

Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN-2: Average Annual Turnover

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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Each Participant or member of a JVCA must fill in this form

Annual Turnover Data for the period of 20__ to 20__			
Year	Amount Currency	Exchange Rate	[State currency, as per Section III, Evaluation Methodology] equivalent
Average Annual Turnover			

The information supplied should be the Annual Turnover of the Participant or each member of a JVCA.

Form EXP-1W: General Experience

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

Each Participant or member of a JVCA must complete this form.

General Experience				
Starting Month/Year	Ending Month/Year	Years	Contract Identification and Name Name and Address of Client Brief Description of the Works Executed by the Participant	Role of Participant

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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Complete one (1) form per Contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Lead partner in JVCA
Total Contract Amount	<i>[state the currency, as per Section III, Evaluation Methodology, equivalent]</i>		
If partner in a JVCA or subcontractor, specify participation of total Contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number email			
Description of the contract (reflecting similarity in accordance with the respective criteria, specified in Section III, Evaluation Methodology)			

Form CON-1: Contractor's Equipment

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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The Participant shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section IV, Eligibility and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Participant. The Participant shall provide all the information requested below, to the extent possible.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

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

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	email address:
Agreements	Details of rental/ lease/manufacture agreements specific to the project	

Form CON-2: Contractor's Personnel

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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Proposed Personnel

Participants should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section IV, Eligibility and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
etc.	Title of position
	Name

Form CON-3: Resume of Proposed Personnel

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ [delete if not applicable]

Date: _____

Tender No.: _____

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The Participant shall provide all the information requested below for each of the personnel listed the schedule of the Contractor's Personnel.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Client	
	Address of Client	
	Telephone	Contact (manager/personnel officer)
	Fax	email
	Job title	Years with present <i>Client</i>

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

Section VI: Requirements

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1. Scope of Works

A brief description of the Project and the Contract works to be executed shall be inserted here. Particular requirements and working conditions should also be stated.

2. Specifications

These notes for preparing specifications are intended only as information for the Client or the person drafting the Tender Document. They should not be included in the final documents.

Precise and clear specifications are a prerequisite for tenderers to respond realistically and competitively to the requirements of the Client without qualifying or conditioning their tenders. In the context of open tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realised, responsiveness of tenders be ensured, and the subsequent task of tender evaluation facilitated. The specifications should require that all materials, plant, and other supplies to be incorporated in the works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The specifications should set out any specific requirements for the works as set out in legal permits or legal documentation with the Bank, where the Client's compliance with applicable laws and/or legal agreements with the Bank are dependent upon the performance of third parties and, in particular, the Contractor and its sub-contractors. Such specific requirements include, but are not limited to, environmental and social management and mitigation provisions directly associated with the works as set out in the Bank's Performance Requirements as well as in the Environmental and Social Action Plan agreed between the Client and the Bank as part of the legal agreements. A clause setting out the scope of the works is often included at the beginning of the specifications, and it is customary to give a list of the drawings. Where the contractor is responsible for the design of any part of the permanent works, the extent of his obligations must be stated.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the Bank. Most specifications are normally written specially by the Client or the Engineer/the Project Manager to suit the Contract works in hand.

There are considerable advantages in standardising general specifications for repetitive works in recognised public sectors, such as highways, ports, railways, buildings, irrigation, and water supply, in the same country or region where similar conditions prevail. The general specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular works Contract. Deletions or addenda should then adapt the General Specifications to the particular works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for materials, plant, other supplies, and workmanship, recognised international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Client's country or other standards, the specifications should state those materials, plant, other supplies, and workmanship meeting other authoritative standards, and which ensure substantially equal performance to the standards mentioned, will also be acceptable. The following clause may be inserted in the Contract Terms and Conditions or the Specifications.

Sample clause: Equivalency of standards and codes

Wherever reference is made in the Contract to specific standards and codes to be met by the materials, plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in these documents. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards which ensure a substantially equal or higher performance than the standards and codes specified will be accepted subject to the Engineer's/the Project Manager's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the contractor and submitted to the Engineer at least twenty-eight (28) days prior to the date when the contractor desires the Engineer's//the Project Manager's approval. In the event the Engineer/the Project Manager determines that such proposed

deviations do not ensure substantially equal performance, the contractor shall comply with the standards specified in the documents.

It is customary to bind the drawings in a separate volume, which is often larger than the other volumes of documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are rendered illegible.

A map showing the location of the Site in relation to the local geography, including major roads, ports, airports, and railroads, is helpful.

3. Drawings

The construction drawings, even if not fully developed, must show sufficient details to enable tenderers to understand the type and complexity of the work involved, and to price the Price Schedules.

Section VII: Contract Terms and Conditions

This Section shall specify the internationally recognised standard terms and conditions to be used for the Contract, which shall take into account the nature of the Works and specifics of the Project.

Acceptable forms of such contracts are:

- *FIDIC, Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, 1999;*
- *FIDIC MDB Harmonised Edition of the Conditions of Contract for Construction, 2010;*
- *FIDIC Contract for Dredging and Reclamation Works;*
- *World Bank, Small Works Contract Conditions;*

Special attention shall be paid to the copyright of the contract terms. Appropriate licences may need to be obtained and fees paid before using the standard terms and conditions for the Contract.

The Particular Conditions of Contract, the Contract Forms, as well as other Parts of the Tender Document, especially the text of the Tender Form and the Appendix to tender, if any, the Price Schedules shall be amended, as necessary, to ensure consistency and coherence of the entire Tender Document.

The contract conditions shall be drafted to provide for fair and balanced risk allocation between the parties following the key principles:

- *The duties, rights, obligations, roles and responsibilities of the parties must be generally as implied in the Contract conditions, and appropriate to the requirements of the Project;*
- *The Particular Conditions must be drafted clearly and unambiguously;*
- *All time periods specified in the Contract for the parties to perform their obligations must be of reasonable duration.*
- *The Contract shall provide an adequate dispute resolution mechanism.*

Parties are advised to seek their own legal counsel for drafting conditions of Contract which would reflect the specifics of the particular Project.

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General Conditions of Contract (GCC)

The example below is for use with FIDIC Conditions of Contract, Short Form of Contract, First edition, 1999, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).

While this Tender Document have been prepared with great care, taking into account international procurement and contracting experience, the Bank does not assume any responsibility that the Contract form, including example provisions and guidance notes, contained in this Tender Document is suitable, adequate and complete in respect of any particular project.

The General Conditions of Contract comprise the “General Conditions” which form part of Short Form of Contract, First edition, 1999, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).

These Conditions are subject to the variations and additions set out in Section “Particular Conditions of Contract” (PCC)

Use of FIDIC documents are subject to copyright laws.

Add the following text if the Tender Document, as issued, do not include a copy:

Copies of the FIDIC Conditions of Contract can be obtained from:

International Federation of Consulting Engineers

World Trade Centre II
P.O. Box 311
CH-1215 Geneva 15
Switzerland

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Particular Conditions of Contract (PCC)

The following Particular Conditions of Contract (PCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Boxed guidance notes, as well as optional and mandatory editorial notes and other provisions in italic fonts contain instructions and guidance which the drafter should follow. They are not part of the text, and should not be included in the final document.

The references to Clauses and Sub-clauses provided in the Particular Conditions of Contract given below are applicable FIDIC Conditions of Contract, Short Form of Contract, First edition, 1999, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).

References to Clauses and Sub-clauses of other General Conditions of Contract, if used, shall be provided accordingly.

GCC reference	Particular Conditions of Contract
1.1 Definitions	<p>1.1.7 The text in the GCC is deleted and replaced with the following: The Commencement Date - the date of the Contract signing, unless the Parties agree otherwise.</p> <p>Add the following provisions:</p> <p>1.1.21 “Bank” means the financing institution (if any) named in the Appendix To Tender</p> <p>1.1.22 “Borrower” means the person (if any) named as the borrower in the Appendix To Tender</p> <p>1.1.23 Enforcement Policy and Procedures means the EBRD’s Enforcement Policy and Procedures, as amended from time to time, and any policy or procedures adopted by EBRD, as a successor to or replacement of such policy and procedures”.</p> <p>1.1.24 “Prohibited Practices” has the meaning as defined in the Enforcement Policy and Procedures <i>[insert the edition of the applicable EPP]</i>.</p> <p>1.1.25 “Enforcement Actions” means such action as defined in the Bank’s Enforcement Policy and Procedures.</p> <p>1.1.26 “Disclosure Actions” means such action as defined in the Bank’s Enforcement Policy and Procedures.</p> <p>1.1.27 “Third Party Finding” means a final judgment of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.</p> <p>1.1.28 “Project Complaint Mechanism” means the accountability mechanism of the Bank as set forth under the Project Complaint Mechanism (PCM) Rules of Procedure dated May 2014, as such rules may be amended, supplemented or replaced from time to time.</p> <p>1.1.29 “Mutual Enforcement Institution” means an international organisation that has entered into an agreement with the Bank, pursuant to which such institution and the Bank agree to the mutual enforcement of debarment decisions made by each</p>

GCC reference	Particular Conditions of Contract
1.7 Inspections and Audit by the Bank	<p>other, provided that such other institution has given notice to the Bank that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.</p> <p>Add the words (mandatory):</p> <p>The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's assets, books, accounts and records relating to the performance of the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.</p> <p>The Contractor shall require its officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.</p> <p>The Contractor shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.</p> <p>The Contractor shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provisions to the effect of this Sub-clause are included.</p>
1.8 Prevention of Prohibited Practices	<p>Add the words (mandatory):</p> <p>The Contractor shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.</p> <p>The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:</p> <ul style="list-style-type: none"> (a) the Contractor, including its suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract. (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals; <p>If the Employer determines, based on reasonable evidence, that the Contractor has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site.</p>
1.9 Agreements with third parties	<p>Add the words (mandatory):</p> <p>The Contractor shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provision are included:</p>

GCC reference	Particular Conditions of Contract
	<p>(a) stating that the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to such agreements and the execution of the Contract; and</p> <p>(b) notifying the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, that the Bank has the right to invoke the Enforcement Policy and Procedures, including any Enforcement Action and Disclosure Action set out therein, in respect of allegations of Prohibited Practices with respect to the procurement, award, or execution of the Contract.</p>
4.4 Performance Security	<p><i>[If a performance security is required include the below additional text. If a performance security is not required delete this sub-clause in its entirety].</i></p> <p>Add the following text to sub-clause 4.4:</p> <p>The performance security shall be issued by a reputable bank selected by the Contractor and acceptable to the Employer, and shall be in the form provided in the tender document or in another form approved by the Employer.</p>
4.5 Staff and Labour	<p><i>Add the words (mandatory):</i></p> <p>4.5.1 The Contractor shall establish Human Resource policies in accordance with the governing Law. The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity/paternity or holiday).</p> <p>4.5.2 Where the Contractor is party to a collective agreement or is otherwise bound by it, the Contractor shall comply with its terms and conditions. Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. Deductions must never lead to an employee receiving less than the applicable minimum wage.</p> <p>4.5.3 All workers shall be provided with clearly understandable verbal and written information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid in legal tender in full, on time and directly to the workers concerned. The Contractor shall maintain records of all payments and deductions made.</p> <p>4.5.4 The Contractor shall ensure that obligations to staff and labour under labour, health and safety and social security laws and regulations arising from the employment relationship shall not be avoided through the use of labour-only contracting arrangements.</p> <p>4.5.5 Where the Contractor provides living accommodation for workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. The accommodation shall comply with national legislation and, where possible, follow international good practice as set out in the IFC / The Bank's Public Guidance. The Contractor shall ensure that workers' freedom of movement to and from the accommodation is not unduly restricted.</p> <p>4.5.6 The Contractor shall ensure that a grievance mechanism is available to all workers and their organisations to use without fear of intimidation or retaliation. The Contractor will ensure that employees are informed about the grievance mechanism and that this is part of the training for new employees and information is posted in relevant areas on Site. The Contractor shall ensure that the grievance mechanism involves an appropriate level of</p>

GCC reference	Particular Conditions of Contract
	<p>management and addresses concerns promptly, using an understandable and transparent process that provides feedback to those concerned without any retribution.</p> <p>4.5.7 The Contractor shall provide the Employer with a written Health and Safety Policy and a project-specific Health and Safety Plan (the Plan) before the commencement of work. The Plan shall identify all risks specific and relevant to the project and shall provide information explaining how the identified risks will be managed by the Contractor. The Plan shall include details of the Contractor's OHS management system, including the Contractor's plans to manage and monitor the health and safety risks associated with all construction work under its control. The Plan shall be made available to the Bank(s) prior to the start of Construction.</p> <p>Every Contractor shall plan, manage and monitor construction work carried out by him or under his control in a way which ensures that, so far as is reasonably practicable, it is carried out without risks to health and safety. In instances where the Contractor is a joint venture, consortium or a similar entity, the Contractor shall coordinate its planning, management and monitoring activities in a manner that will ensure that any overlap does not create any potential risks to third parties.</p> <p>All work related tasks shall be risk assessed before any work is undertaken. All significant hazards shall be identified and control measures introduced to reduce foreseeable risks of injury and ill health, so far as is reasonable practicable. High regard shall be given in particular to assess and control the following specific activities and these shall be documented in the Health and Safety Plan;</p> <ul style="list-style-type: none"> • Working at Heights; • Lifting Operations; • Movement of vehicles and mobile work equipment; • Ground disturbance and excavations; and, • Working with and around live electrical conductors. <p>The Contractor shall ensure that a safe and healthy working environment is provided and that good international occupational health and safety practice is promoted. The Contractor shall take steps to prevent accidents, injury and disease arising in the course of work by identifying and controlling risks to workers, third parties and affected communities, so as far as is reasonably practicable. The Contractor shall ensure that all staff, labourers and persons entitled to be on site receive the necessary supervision, information, instruction and training to do their jobs in a manner that does not place themselves or third parties at risk. With regard to any unauthorised site visitors, the Contractor shall familiarise itself with, and comply with, any relevant provisions of the Applicable Law. Where appropriate, the Contractor shall provide equipment to minimise health and safety risks and enforce its use. The Contractor shall carry out a risk assessment to ensure the correct selection of equipment is made for every task. The work equipment shall be in good working condition, designed for the specific task and not improvised in any way. The Contractor shall put in place arrangements for emergency prevention, preparedness and response.</p>
8 Taking-Over	<p><i>[The Employer shall ensure that the provisions of this clause are consistent with the taking-over procedures prescribed in the appropriate legislation.]</i></p>
10.2 Valuation of Variations	<p>The text in 10.2 is deleted and replaced with the following:</p> <p>Variations shall be valued as follows:</p> <ul style="list-style-type: none"> (a) where appropriate, at rates in the Contract; or, (b) in the absence of appropriate rates, the rates in the contract shall be used as the basis for valuation, or failing which; or, (c) at appropriate new rates, as may be agreed or which the Employer considers appropriate; or,

GCC reference	Particular Conditions of Contract
11.2 Taxes and Duties	<p>(d) if the Employer so instructs, at dayworks rates set out in the Appendix for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials used.</p> <p>Following Sub-Clause 11.1 insert:</p> <p>The contract prices shall include all import duties and taxes that may be levied in accordance with the Country's laws and regulations, as of the date 28 days prior to the latest date for submission of tenders.</p>

Contract Forms

This Section contains Contract Forms which once completed will constitute part of the Contract.

The forms for Contract Agreement, Performance Security, Advance Payment Security, when required, shall only be completed by the successful tenderer after the Contract award.

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1. Letter of Acceptance

[on letterhead paper of the Client]

..... [insert date] day of [insert: month], [insert: year].

+

To: [name and address of the Contractor]

Subject: [Notification of Award Contract No].

This is to notify you that your Tender dated [Insert date] for execution of the [Insert name of the Contract and identification number] for the amount of [Insert amount (s) in figures and words and name(s) of currency(ies)], as corrected and modified in accordance with the Instructions to Participants is hereby accepted by us.

1. In accordance with Instructions to Participants of the Tender Document, within seven (7) calendar days of receipt of this notification of award, the Contractor is required to acknowledge receipt of the notification of award and to furnish the Employer with details of the bank account(s) that the Contractor proposes to use for the purpose of receiving payments due under the Contract, in the following format:

Payee's Account Name:

Payee's Account No. (IBAN):

Payee's Bank Name:

Payee's Bank Address:

SWIFT CODE:

In the event that payments are to be made in a currency which is not the currency of the country of the Contractor, the correspondent bank details shall be furnished in the following format:

Payee's Bank's Correspondent details:

Correspondent Bank Name:

Address:

Account Name (IBAN):

Account Number:

SWIFT CODE:

2. In accordance with ITP 36.2, upon receipt of the Contractor's acknowledgement of the notification of award and bank account details, the Employer shall sign and send to the Contractor the Contract Agreement. In accordance with ITP 37.2, within fourteen (14) calendar days of Contractor's receipt of the Contract Agreement, the Contractor shall sign, date and return the Contract Agreement to the Employer.

3. Within the period specified in the Contract the Contractor shall furnish the Employer with a Performance Security in the amount of [insert amount (s) in figures and words and name(s) of currency(ies)] in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section VII, Contract Terms and Conditions.

4. In addition you are requested to provide a cash flow forecast estimating the payments under the contract which you expect to come due during each month starting from the Contract signing date.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

2. Contract Agreement

THIS CONTRACT AGREEMENT is made on the [*Insert: number*] day of [*Insert: month*], [*Insert: year*].

BETWEEN

- (1) ***[Insert complete name of the Employer], 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 Employer], or corporation incorporated under the laws of [Insert name of Country of the Employer]] and having its principal place of business at [Insert address of the Employer] (hereinafter called “the Employer”), and***
- (2) ***[Insert name of the Contractor], a corporation incorporated under the laws of [Insert country of Contractor] and having its principal place of business at [Insert address of Contractor] (hereinafter called “the Contractor”).***

WHEREAS the Employer invited tenders for the execution of the Works, described as ***[Insert brief description of the Works]*** and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer 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.

The Employer and the Contractor agree as follows:

- 1.** *In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*
- 2.** *The following documents, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.*
 - (a) the Letter of Acceptance
 - (b) the Letter of Tender
 - (c) the Addenda No's ***[Insert addenda numbers if any]***
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules and any other documents forming part of the Contract
- 3.** *In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.*

4. Payment of the amounts due to the Contractor under the Contract may only be made to the following bank account(s):

Payee's Account Name:

Payee's Account No. (IBAN):

Payee's Bank Name:

Payee's Bank Address:

SWIFT CODE:

Insert details of the bank account(s) nominated by the Contractor for the purpose of receiving payments due under the Contract.

Payee's Bank's Correspondent details:

Correspondent Bank Name:

Address:

Account Name (IBAN):

Account Number:

SWIFT CODE:

The above provision pertaining to correspondent bank details shall be deleted if not applicable.

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

Agreement to be executed in accordance with the laws of [*name of the borrowing country*] on the day, month and year indicated above.

Signed by: _____

Name and Title of Signatory

For and on behalf of the Employer in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

Signed by: _____

Name and Title of Signatory

For and on behalf the Contractor in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

3. Performance Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

Note for the Contractor - All italicised text is for use in preparing this form and shall be deleted from the final document.

[Guarantor Letterhead and SWIFT identifier code]

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

Date: *[Insert date of issue]*

Type of Guarantee: **Performance Guarantee**

Guarantee No.: *[Insert guarantee reference number]*

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

The Contractor *[Insert name and address of the Contractor]*

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

The Underlying Relationship: The Contractor's obligation in respect of *[insert reference number and details of the contract]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below: The Beneficiary's demand in writing declaring the Contractor to be in default under the Contract

Language of any required documents: *[Insert "English" or the language of the contract document if not in English]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause

The Guarantee Amount will be increased by presentation to the Guarantor of the Contractor's statement that the underlying contract was amended to increase the scope or value of the works and specifying the amount and currency or the new value.

Guarantee Expiry: This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

..... [Seal of Bank and Signature(s) of authorised representatives of the bank].

4. Advance Payment Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

Note for the Contractor - All italicised text is for use in preparing this form and shall be deleted from the final document.

[Guarantor Letterhead and SWIFT identifier code]

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

Date: *[Insert date of issue]*

Type of Guarantee: ***Advance Payment Guarantee***

Guarantee No.: *[Insert guarantee reference number]*

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

The Contractor *[Insert name and address of Supplier or Contractor]*

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

The Underlying Relationship: The Contractor's obligation in respect of *[insert reference number and details of the contract]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

The Beneficiary's first demand in writing accompanied by a written statement stating:

(a) the Contractor has failed to repay the advance payment in accordance with the conditions of the Contract; and

(b) the amount which the Contractor has failed to repay.

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

Language of any required documents: *[Insert "English" or the language of the contract document if not in English]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause 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 the Guarantor

Guarantee Expiry: This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that [insert percentage in figures and words] percent of the Contract Price has been certified for payment, or on the **[insert number]** day of **[insert month]** **[insert year]**, whichever is earlier.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

..... **[Seal of Bank and Signature(s) of authorised representatives of the bank]**