

**SMALL WORKS**

***SAMPLE BIDDING DOCUMENTS  
UNDER JAPANESE ODA LOANS***

PROCUREMENT OF SMALL WORKS



Japan International Cooperation Agency

***September 2010***

version 1.0



---

# Foreword

These Sample Bidding Documents for Procurement of Small Works (SBD (Small Works)) have been prepared by Japan International Cooperation Agency (JICA) to be used for the procurement of small works through International Competitive Bidding (ICB) in projects that are financed in whole or in part by JICA. They are consistent with the Guidelines for Procurement under Japanese ODA Loans, March 2009.

These SBD (Small Works) are based on the Master Document for Procurement of Small Works, prepared by the Multilateral Development Banks and International Financing Institutions. These documents reflect the structure and the provisions of the Master Procurement Document for the Procurement of Small Works, except where specific considerations within JICA have required a change.

These SBD have been prepared for use in contracts financed by JICA, involving “smaller” contracts – valued at generally less than US\$10 million by International Competitive Bidding (ICB), though they may also be adapted to National Competitive Bidding (NCB). These documents are intended as a model in the award of admeasurement (unit prices or unit rates in a bill of quantities) and lump sum types of contracts, which are the most common in Works contracting.

Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. Lump sum contracts should be used for Works that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design variations are minimal, such as bus shelters or school ablution units. In lump sum contracts, the concept of priced “activity schedules” is used, to enable payments to be made on the basis of percentage completion of each activity.

If the user has questions regarding the use of these SBD (Small Works), the appropriate JICA’s official should be consulted.

# Summary Description

These SBD (Small Works) are to be used when a prequalification process has not taken place before bidding and, therefore, postqualification applies. A brief description of these documents is given below.

## SBD for Procurement of Small Works

### Sample Format of Invitation for Bids (IFB)

A sample form of “Invitation for Bids” is provided at the beginning of the Bidding Documents for information.

## PART 1 – BIDDING PROCEDURES

### Section I. Instructions to Bidders (ITB)

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

### Section II. Bid Data Sheet (BDS)

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

### Section III. Evaluation and Qualification Criteria

This Section contains the criteria to be used to determine the lowest evaluated bid, and the Bidder’s qualification requirements to perform the Contract.

### Section IV. Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its bid.

### Section V. List of Eligible Countries of Japanese ODA Loans

This Section contains information regarding eligible countries under Japanese ODA Loans.

## **PART 2 – WORKS REQUIREMENTS**

### **Section VI. Works Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

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

### **Section VII. General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all Contracts. **The text of the clauses in this Section shall not be modified.**

### **Section VIII. Particular Conditions of Contract (PCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement Section VII, General Conditions of Contract.

### **Section IX. Contract Forms**

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

## Notes for Users

While the use of SBD prepared by JICA is not mandatory, their use is encouraged for all contracts financed by Japanese ODA Loans.

These SBD (Small Works) have been prepared as sample documents, which can be used in their published form without the need for the Borrower to amend or add text to the standard sections of the document. All information and data particular to each individual contract and required by the Bidders in order to prepare responsive bids must be provided by the Employer, prior to issuing these SBD (Small Works), in the Bid Data Sheet (Section II), the Evaluation and Qualification Criteria (Section III), the Works Requirements (Section VI), the Particular Conditions of Contract (Section VIII), and the Contract Forms (Section IX). Unless specifically agreed with JICA, the Particular Conditions of Contract shall not materially alter the provisions of the General Conditions of Contract.

The following directions should be observed when using these SBD (Small Works):

- (i) Specific details, such as the name of the Employer, address for bid submission, etc., should be furnished in the spaces indicated by italicized notes inside parentheses.
- (ii) The footnotes and “boxed” notes in the sample documents, except those applying to forms to be filled out by Bidders or instructions for the Bidders, and italicized notes preceding each sample document and preceding or incorporated into the text are not part of the contract documents, but contain guideline and instructions for the Employer. Do not incorporate them in the actual Bidding Documents.
- (iii) Where alternative Clauses or texts are shown, select those which best suit the particular works and discard the alternative text which is not used.
- (iv) These SBD (Small Works) have been prepared for bidding where postqualification applies. However, it is recommended that the Employer apply prequalification prior to bidding depending on the nature of the contract, even if the scale of the contract in question is less than US \$10 million.
- (v) While the most common pricing method for civil works contracts is through Bills of Quantities using Unit Prices, this is not the only method. Lump Sum contracts may be used for works that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design variations are minimal – usually construction of buildings, power transmission towers, and series of small structures, such as bus shelters or school ablution units. In lump sum contracts, the concept of priced “activity schedules” has been introduced, to enable payments to be made as “activities” are completed. Payments can also be made on the basis of percentage completion of each activity. Examples of activities are:

- In highway repaving contracts: each kilometer completed.
- In a project for constructing many individual housing or classroom units: each of those units.
- In the construction of a multi-story building: excavation; foundation structures; structural concrete (or steel) per floor; cladding, per foot; services (electrical, water, sewers, drains), each payable as a percentage completed in relation to the service for the whole building.

The time allowed for preparing and submitting bids should not be too short and should allow adequate time for Bidders to properly study the Invitation for Bids, visit the site and prepare complete and responsive bids.

## Invitation for Bids

*[Insert: Date]*

*[Insert: Name of Country]*

*[Insert: Loan Agreement No. and Project Name]*

*[Insert: Reference ID No., if any]*

1. The *[insert name of Borrower]* has received<sup>1</sup> a Loan from Japan International Cooperation Agency (JICA) towards the cost of *[insert name of Project and signed date of Loan Agreement]*. It is intended that part of the proceeds of this Loan will be applied to eligible payments under the contract<sup>2</sup> for *[insert title of contract]*.
2. The *[insert name of Executing Agency]* (hereinafter referred to as “the Employer”) now invites sealed bids from eligible Bidders for the construction and completion of *[insert brief description of the works]* (hereinafter referred to as “the Works”).
3. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of *[insert name of appropriate purchasing unit]*<sup>3</sup> *[insert mailing address of appropriate office for inquiry and issuance of Bidding Documents and cable, telex, and/or facsimile numbers]*.
4. A complete set of the Bidding Documents may be purchased by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of *[insert amount in currency of Borrower’s country or in specified convertible currency]*.<sup>4</sup>
5. Bids must be delivered to the above office<sup>5</sup> on or before *[insert time]* on *[insert date]* and must be accompanied by a security of *[insert fixed sum or percentage of bid amount]*.
6. Bids will be opened in the presence of Bidder’ representatives who choose to attend at *[insert time and date]* at the office of *[insert address of appropriate office]*.

### Notes

1. Substitute “has applied for,” if appropriate.
2. Substitute “contracts” where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 6 as follows: “Bidders may bid for one or several contracts, as further defined in the Bidding Documents. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.”
3. The office for inquiry and issuance of Bidding Documents and that for bid submission may or may not be the same.
4. The fee, to defray printing and mailing/shipping costs, should be nominal.
5. Substitute the Employer’s address for bid submission if different from its address for inquiry and issuance of Bidding Documents.

**BIDDING DOCUMENTS**

**Issued on:** \_\_\_\_\_

**for**

**Procurement of**

*[insert identification of the Works]*

---

---

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

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

## Table of Contents

<b>PART 1 – Bidding Procedures</b> .....	<b>1</b>
Section I. Instructions to Bidders.....	3
Section II. Bid Data Sheet.....	25
Section III. Evaluation and Qualification Criteria .....	31
Section. IV. Bidding Forms .....	41
Section V. List of Eligible Countries of Japanese ODA Loans .....	67
<b>PART 2 – Works Requirements</b> .....	<b>69</b>
Section VI. Works Requirements.....	71
<b>PART 3 – Conditions of Contract and Contract Forms</b> .....	<b>77</b>
Section VII. General Conditions of Contract.....	79
Section VIII. Particular Conditions of Contract.....	103
Section IX. Contract Forms .....	109

# **PART 1 – Bidding Procedures**



---

## Section I. Instructions to Bidders

### Notes on Instructions to Bidders (ITB)

Section I, Instructions to Bidders (ITB), provides the information necessary for bidders to prepare responsive bids in accordance with the requirements of the Employer. It also gives information on bid submission, opening, evaluation, and award of the Contract.

The ITB contains standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The ITB clearly identifies the provisions that may need to be specified for a particular bidding process and require that such specification be introduced **through the Bid Data Sheet (BDS)**.

The Instructions to Bidders is not a Contract documents and, therefore, **is not part of the Contract**.

## Table of Clauses

<b>A.</b>	<b>General.....</b>	<b>6</b>
1.	Scope of Bid.....	6
2.	Source of Funds .....	6
3.	Fraud and Corruption.....	6
4.	Eligible Bidders .....	7
5.	Eligible Materials, Equipment and Services.....	8
<b>B.</b>	<b>Contents of Bidding Documents .....</b>	<b>8</b>
6.	Sections of Bidding Documents.....	8
7.	Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting.....	9
8.	Amendment of Bidding Documents .....	10
<b>C.</b>	<b>Preparation of Bids.....</b>	<b>11</b>
9.	Cost of Bidding.....	11
10.	Language of Bid.....	11
11.	Documents Comprising the Bid.....	11
12.	Letter of Bid and Schedules.....	12
13.	Alternative Bids .....	12
14.	Bid Prices and Discounts .....	12
15.	Currencies of Bid and Payment .....	13
16.	Documents Comprising the Technical Proposal.....	13
17.	Documents Establishing the Qualifications of the Bidder.....	14
18.	Period of Validity of Bids .....	14
19.	Bid Security .....	14
20.	Format and Signing of Bid.....	15
<b>D.</b>	<b>Submission and Opening of Bids.....</b>	<b>16</b>
21.	Sealing and Marking of Bids .....	16
22.	Deadline for Submission of Bids.....	16
23.	Late Bids .....	17
24.	Withdrawal, Substitution, and Modification of Bids.....	17
25.	Bid Opening.....	17
<b>E.</b>	<b>Evaluation and Comparison of Bids .....</b>	<b>18</b>
26.	Confidentiality .....	18
27.	Clarification of Bids.....	18
28.	Deviations, Reservations, and Omissions.....	19

---

29.	Determination of Responsiveness.....	19
30.	Nonmaterial Nonconformities .....	20
31.	Correction of Arithmetical Errors.....	20
32.	Conversion to Single Currency.....	20
33.	Evaluation of Bids.....	21
34.	Comparison of Bids .....	22
35.	Qualification of the Bidder .....	22
36.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids .....	22
<b>F.</b>	<b>Award of Contract .....</b>	<b>22</b>
37.	Award Criteria .....	22
38.	Notification of Award.....	22
39.	Signing of Contract.....	23
40.	Performance Security.....	23
41.	Adjudicator .....	23

## A. General

1. **Scope of Bid**
  - 1.1 The Employer, as **indicated in the Bid Data Sheet (BDS)**, issues these Bidding Documents for the procurement of the Works as specified in Section VI, Works Requirements. The reference identification number of the Contract, if any, is **provided in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower **indicated in the BDS** has applied for or received a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **indicated in the BDS**, towards the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to eligible payments under the Contract(s) resulting for which these Bidding Documents are issued.
  - 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and “Guidelines for Procurement under Japanese ODA Loans”. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.
  - 2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
3. **Fraud and Corruption**
  - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
    - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or

fraudulent practices in competing for the contract in question; and

- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing another contract funded with Japanese ODA Loans or other Japanese ODA.

#### **4. Eligible Bidders**

- 4.1. A Bidder may be a single entity or any combination of entities in the form of a joint venture or association (JVA) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a JVA:
  - (a) all partners to the JVA shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and
  - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process, and in the event the JVA is awarded the Contract, during contract execution.
- 4.2. A Bidder and all partners constituting the Bidder shall be from an eligible source country as listed in Section V, List of Eligible Countries of Japanese ODA Loans.
- 4.3. A Bidder and all partners constituting the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - (a) a Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project;
  - (b) a Bidder is any associates/affiliates (inclusive of parent firms) of a firm or an organization mentioned in subparagraph (a) above; or
  - (c) a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be

involved in any capacity on the same project.

- 4.4. A Bidder shall submit only one bid in the same bidding process, either individually as a Bidder or as a partner of a JVA. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a subcontractor while submitting a bid individually or as a partner of a JVA in the same bidding process. A Bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- 4.5. A Bidder, that has been determined to be ineligible by JICA in accordance with ITB Clause 3, shall not be eligible to be awarded a contract.
- 4.6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in eligible source countries as defined in Section V, List of Eligible Countries of Japanese ODA Loans. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## **B. Contents of Bidding Documents**

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

### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)

- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. List of Eligible Countries of Japanese ODA Loans

#### **PART 2 Works Requirements**

- Section VI. Works Requirements

#### **PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Particular Conditions of Contract (PCC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

#### **7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-eight (28) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility all information that may be necessary for preparing

the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid 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 Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

## **8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing Addenda.
- 8.2 Any Addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of

bids, pursuant to ITB 22.2.

### C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The bid shall comprise the following:
- (a) Letter of Bid;
  - (b) completed schedules as required, in accordance with ITB 12 and 14, or as **stipulated in the BDS**;
  - (c) Bid Security in accordance with ITB 19;
  - (d) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, which shall be signed and dated by the Bidder's authorized representative, in accordance with ITB 12;
  - (e) alternative bids, if permissible, in accordance with ITB 13;
  - (f) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB 20.2;
  - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract;
  - (h) Technical Proposal in accordance with ITB 16;
  - (i) in the case of a bid submitted by a JVA, the JVA Agreement, or letter of intent to enter into a JVA including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and

(j) any other document **required in the BDS**.

- 12. Letter of Bid and Schedules** 12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV, Bidding Forms, if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI, Works Requirements. The method for evaluating alternative technical solutions will be stipulated in Section III, Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts** 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill

of Quantities.

- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 If so indicated in BDS 1.1, bids are invited for individual lots (contracts) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV, Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, Bidding Forms are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV,

- Proposal** Bidding Forms in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract Price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 19. Bid Security**
- 19.1 The Bidder shall furnish a Bid Security as part of its bid, in the amount and currency **specified in the BDS**.
- 19.2 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional bank guarantee, issued by a bank or surety;
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security **indicated in the BDS**.
- from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the

issuer shall have a correspondent financial institution located in the Employer's Country. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any bid not accompanied by an enforceable and substantially responsive Bid Security, in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.4 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 40.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 39; or

(ii) furnish a Performance Security in accordance with ITB 40.

19.7 The Bid Security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been constituted into a legally enforceable JVA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

## **20. Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS** and clearly mark each of them "COPY." In the event

of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

#### **D. Submission and Opening of Bids**

##### **21. Sealing and Marking of Bids**

21.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific reference identification number of this bidding process, if any, as indicated in BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

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

##### **22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.

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

- 23. Late Bids** 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids** 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening** 25.1 The Employer shall open the bids in public at the address, date and time **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Second, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding

modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative offers, and indicating whether there is a modification; the presence of a Bid Security, and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be

sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

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

**28. Deviations,  
Reservations,  
and Omissions**

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

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

**29. Determination of  
Responsiveness**

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

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

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

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the

material deviation, reservation, or omission.

**30. Nonmaterial  
Nonconformities**

- 30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.
- 30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III, Evaluation and Qualification Criteria.

**31. Correction of  
Arithmetical  
Errors**

- 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

**32. Conversion to**

- 32.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the**

**Single Currency****BDS.****33. Evaluation of Bids**

- 33.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 33.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetical errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
  - (f) all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 33.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 33.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance

Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 34. Comparison of Bids** 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33.2 to determine the lowest evaluated bid.
- 35. Qualification of the Bidder** 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 35.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

- 37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 38. Notification of Award** 38.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding. After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who has submitted a bid;

- (b) their Bid Prices as read out at bid opening;
- (c) name and address of the successful Bidder, concerning the award of Contract; and
- (d) award date and amount of the Contract.

38.2 After notification of award, unsuccessful Bidders may request, in writing, to the Employer a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 38.1, request a debriefing.

38.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.

#### **39. Signing of Contract**

39.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

39.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

#### **40. Performance Security**

40.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 33.5, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

#### **41. Adjudicator**

41.1 The Employer proposes the person **named in the BDS** be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his

**Bid.** If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 22.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

---

## Section II. Bid Data Sheet

### Notes on Bid Data Sheet (BDS)

Section II, Bid Data Sheet (BDS), shall be filled in by the Employer before issuance of the Bidding Documents.

The BDS contains information and provisions that are specific to a particular bidding process. The Employer must specify in the BDS only the information that the corresponding ITB requests be specified in the BDS. All requested information shall be provided; **no clause of the BDS shall be left blank.**

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses.

ITB Clause Reference	A. General
ITB 1.1	The name of the Employer is: <i>[insert name of Employer]</i>
ITB 1.1	<p><i>[The following may be included and the relevant reference identification number inserted for the Borrower's use for clear distinction of the subject Contract from other contracts provided that the Contract is to be bid simultaneously with other contracts on a "slice and package" basis.]</i></p> <p>The reference identification number of this Invitation for Bids is: <i>[insert reference ID number]</i></p>
ITB 1.1	<p><i>[The following text is to be included and the corresponding information inserted only if the Contract is to be bid simultaneously with other contracts on a "slice and package" basis. Otherwise omit.]</i></p> <p>The number and identification of the slices/ packages comprising this Contract is: <i>[insert number and identification of slices/ packages]</i></p>
ITB 2.1	The name of the Borrower is: <i>[insert name of Borrower]</i>
ITB 2.1	<p>The number of the Loan Agreement is: <i>[insert Loan Agreement Number]</i></p> <p>The amount of Japanese ODA Loans is: <i>[insert amount in Japanese Yen]</i></p> <p>The signed date of the Loan Agreement is <i>[insert signed date of Loan Agreement]</i></p>
ITB 2.1	The name of the Project is: <i>[insert name of the Project]</i>
B. Contents of Bidding Documents	
ITB 7.1	<p>For <b>clarification purposes</b> only, the Employer's address is:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p>

	Facsimile number: <i>[insert facsimile number, with country and city codes]</i> Electronic mail address: <i>[insert email address, if applicable]</i>
<b>ITB 7.4</b>	A Pre-Bid meeting <i>[insert “will” or “will not”, as appropriate]</i> take place at the following date, time and place:  <i>[If a Pre-Bid meeting will take place, insert the date, time and place information in the spaces provided below. Otherwise insert “Not Applicable” in the spaces provided below for the date, time and place.]</i>  Date: _____ Time: _____ Place: _____  A site visit conducted by the Employer <i>[insert “will be” or “will not be”, as appropriate]</i> organized.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: <i>[insert language, i.e., “Japanese” or “English” or “Spanish” or French”]</i>
<b>ITB 11.1 (b)</b>	The following schedules shall be submitted with the bid:  <i>[insert schedules that must be submitted with the Bid, including the priced Bill of Quantities for admeasurement contracts and Schedule of Prices for lump sum contracts]</i>
<b>ITB 11.1 (i)</b>	The Bidder shall submit with its bid the following additional documents: <i>[list any additional documents not already listed in ITB 11.1 that must be submitted with the bid].</i>
<b>ITB 13.1</b>	Alternative bids <i>[insert “shall be” or “shall not be”]</i> permitted.
<b>ITB 13.2</b>	Alternative times for completion <i>[insert “shall be” or “shall not be”]</i> permitted.  If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <i>[insert parts of the Works]</i>  If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.

<b>ITB 14.6</b>	The prices quoted by the Bidder <i>[insert “shall be” or “shall not be”]</i> subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>The unit rates and the prices shall be quoted by the Bidder separately in the following currencies:</p> <p>(a) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in <i>[insert the name of the currency of the Employer’s country]</i>, and further referred to as “the local currency;” and</p> <p>(b) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in <i>[insert Japanese Yen and/or other international trading currency or currencies by using no more than three foreign currencies.]</i></p>
<b>ITB 19.1</b>	<p>A Bid Security <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be: <i>[insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”. The amount should be approximately 2% of the estimated cost of the contract.]</i></p>
<b>ITB 19.2 (d)</b>	<i>[Insert other acceptable Bid Security form.]</i>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <i>[insert number of copies]</i>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid.]</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b>bid submission purposes</b> only, the Employer’s address is:</p> <p>Attention: <i>[insert full name of person in charge, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p>

	<p>Country: <i>[insert name of country]</i></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <i>[insert day, month, and year]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]</i></p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert day, month, and year]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]</i></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: <i>[insert "Japanese Yen" or another single currency]</i></p> <p>The source of exchange rate shall be: <i>[insert name of the source of the exchange rates]</i></p> <p>The date for the exchange rate shall be: <i>[insert date that shall not be earlier than 30 days prior to, nor later than, the date specified for the bid opening.]</i></p>
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The Adjudicator proposed by the Employer is: <i>[insert name and address of proposed Adjudicator]</i>.</p> <p>The hourly fee for this proposed Adjudicator shall be: <i>[insert amount and currency]</i>.</p> <p>The biographical data of the proposed Adjudicator is as follows:</p> <hr/> <p><i>[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]</i></p>



## **Section III. Evaluation and Qualification Criteria**

### **Notes on Evaluation and Qualification Criteria**

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and postqualification is applied. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

## Table of Criteria

<b>1.</b>	<b>Evaluation</b> .....	<b>33</b>
1.1	Adequacy of Technical Proposal .....	33
1.2	Multiple Contracts .....	33
1.3	Completion Time .....	33
1.4	Technical Alternatives .....	33
<b>2.</b>	<b>Qualification</b> .....	<b>34</b>
2.1	Eligibility .....	34
2.2	Historical Contract Non-Performance .....	35
2.3	Financial Situation .....	36
2.4	Experience.....	38
2.5	Personnel.....	40
2.6	Equipment.....	40

**1. Evaluation**

In addition to the criteria listed in ITB 33.2 (a) – (e) the following criteria shall apply:

**1.1 Adequacy of Technical Proposal**

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

**1.2 Multiple Contracts**

Pursuant to ITB 33.4, if Works are grouped in multiple contracts, evaluation will be as follows:

.....  
.....

**1.3 Completion Time**

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

.....  
.....

**1.4 Technical Alternatives**

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

.....  
.....

## 2. Qualification

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			Joint Venture or Association			
			All Partners Combined	Each Partner	At Least One Partner	
<b>2.1.1 Nationality</b>	Nationality in accordance with ITB 4.2.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Form ELI –1 and 2, with attachments
<b>2.1.2 Conflict of Interest</b>	No conflicts of interests as described in ITB 4.3.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N / A	Letter of Bid
<b>2.1.3 JICA Ineligibility</b>	Not having been declared ineligible by JICA as described in ITB 4.5.	Must meet requirement	Existing JVA must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All partners Combined			Each Partner	At Least One Partner		
<b>2.2.1 History of non-performing contracts</b>	Non-performance of a contract did not occur within the last _____ (___) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form CON - 1
<b>2.2.2 Pending Litigation</b>	All pending litigation shall in total not represent more than _____ percent (___%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form CON – 1

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All Partners Combined			Each Partner	At Least One Partner		
<b>2.3.1 Historical Financial Performance</b>	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last ___ ( ) years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 1 with attachments
<b>2.3.2. Average Annual Construction Turnover</b>	Minimum average annual turnover of _____, calculated as total certified payments received for contracts in progress or completed, within the last _____ ( ) years	Must meet requirement	Must meet requirement	Must meet _____ percent (____%) of the requirement	Must meet _____ percent (____%) of the requirement	Form FIN – 2

Factor	2.3 Financial Situation						
Sub-Factor	Criteria					Documentation Required	
	Requirement	Bidder					
		Single Entity	Joint Venture or Association				
			All Partners Combined	Each Partner	At Least One Partner		
<b>2.3.3. Financial Resources</b>	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:  (i) the following cash-flow requirement: ..... ..... and (ii) the overall cash flow requirements for this contract and its concurrent commitments.	Must meet requirement	Must meet requirement	Must meet _____ percent (____%) of the requirement	Must meet _____ percent (____%) of the requirement	Form FIN – 3	

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All Partners Combined			Each Partner	At Least One Partner		
<b>2.4.1 General Construction Experience</b>	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last _____ (___) years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP - 1
<b>2.4.2 Specific Construction Experience</b>	(a) Experience exclusively in the role of prime contractor, in at least _____ (___) contracts within the last _____ (___) years, that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Works Requirements.	Must meet requirement	Must meet requirement	N / A	N / A	Form EXP - 2(a)

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
All Partners Combined			Each Partner	At Least One Partner		
<b>2.4.2 Specific Construction Experience</b>	(b) For the above or other contracts executed during the period stipulated in 2.4.2 (a) above, a minimum construction experience, as prime contractor, management contractor, or subcontractor, in the following key activities: 1. _____ 2. _____ 3. _____	Must meet requirements	Must meet requirements (can be a specialist subcontractor)	N / A	N / A	Form EXP - 2(b)

Note

As to the use and interpretation of the qualification criteria stipulated above, the latest version of the Sample prequalification Documents under Japanese ODA Loans by JICA should be referred.

## 2.5 Personnel

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

No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)
1			
2			
3			
4			
5			

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

*[The personnel for the key position includes an accident prevention officer, as appropriate.]*

## 2.6 Equipment

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

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

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

## Section. IV. Bidding Forms

### Table of Forms

<b>Letter of Bid</b> .....	<b>42</b>
<b>Schedules</b> .....	<b>44</b>
<b>Table(s) of Adjustment Data</b> .....	<b>45</b>
<b>Form of Bid Security (Bank Guarantee)</b> .....	<b>46</b>
<b>Form of Bid Security (Bid Bond)</b> .....	<b>47</b>
<b>Technical Proposal</b> .....	<b>48</b>
Technical Proposal Forms.....	48
Forms for Personnel.....	49
Forms for Equipment .....	51
<b>Bidder's Qualification</b> .....	<b>52</b>
Form ELI – 1: Bidder Information Sheet.....	53
Form ELI – 2: JVA Partner Information Sheet.....	54
Form CON – 1: Historical Contract Non-Performance .....	55
Form CCC: Current Contract Commitments / Works in Progress.....	56
Form FIN – 1: Historical Financial Performance .....	57
Form FIN – 2: Average Annual Construction Turnover.....	58
Form FIN – 3: Financial Resources .....	59
Form FIN – 4: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.....	60
Form EXP – 1: General Construction Experience .....	61
Form EXP – 2(a): Specific Construction Experience .....	62
Form EXP – 2(b): Specific Construction Experience in Key Activities.....	64

## Letter of Bid

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

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

Date: \_\_\_\_\_  
 Loan Agreement No.: \_\_\_\_\_  
 Reference ID No.: \_\_\_\_\_

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_;
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our bid shall be valid for a period of *[specify the number of calendar days as specified in ITB 18.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;<sup>1</sup>
- (g) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;

---

<sup>1</sup> Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause 43.1.

- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13;
- (k) We, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by JICA in accordance with ITB 4.5;
- (l) We understand that this bid, 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; and
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to  
sign the Bid for and on  
behalf of: \_\_\_\_\_

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

## **Schedules**

Bill of Quantities [*Admeasurement contract*]/  
Schedules of Prices [*Lump-sum contract*]

*For a sample of Bill of Quantities, in the case of unit price contracts, refer to Section IV. Bidding Forms of the Sample Bidding Documents for Procurement of Works, June 2009.*

## Table(s) of Adjustment Data

*[In Tables A below, the Employer shall fill in the columns (a), (b), (c) and (d), and the Bidder shall fill in the columns (e) and (f), (except for item A of column (f), which is to be entered by the Employer).]*

**Table A - Local Currency**

(a)	(b)	(c)	(d)	(e)	(f)
Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: ____* B: ____ C: ____ D: ____ E: ____
<b>Total</b>					<b>1.00</b>

*[\* To be entered by the Employer]*

*[In Tables B below, the Employer shall fill in the columns (a) and (b), and the Bidder shall indicate the type of foreign currency and fill in the columns (c), (d), (e), (f) and (g), (except for item A of column (g), which is to be entered by the Employer).]*

**Table B - Foreign Currency**

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

*[If the Bidder wishes to quote in more than one foreign currency (FC), this table should be repeated for each foreign currency.]*

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: ____* B: ____ C: ____ D: ____ E: ____
<b>Total</b>						<b>1.00</b>

*[\* To be entered by the Employer]*

## Form of Bid Security (Bank Guarantee)

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

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

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

We have been informed that \_\_\_\_\_ *[name of Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ *[name of contract]* under the Loan Agreement No. \_\_\_\_\_ ("the L/A").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( \_\_\_\_\_ ) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

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

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

## Form of Bid Security (Bid Bond)

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

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in** [*name of country of Employer*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Employer*] as Obligee (hereinafter called “the Employer”) in the sum of [*amount of Bond*]<sup>2</sup> [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

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

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

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

<sup>2</sup> The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

# **Technical Proposal**

## **Technical Proposal Forms**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Safety Plan**

**Personnel**

**Equipment**

**Others**

## Forms for Personnel

### Form PER – 1: Proposed Personnel

*[Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.]*

1.	<b>Title of position</b>
	<b>Name</b>
2.	<b>Title of position</b>
	<b>Name</b>
3.	<b>Title of position</b>
	<b>Name</b>
4.	<b>Title of position</b>
	<b>Name</b>
5.	<b>Title of position</b>
	<b>Name</b>
etc.	<b>Title of position</b>
	<b>Name</b>



## Forms for Equipment

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

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

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

<b>Owner</b>	<b>Name of owner</b>
	<b>Address of owner</b>
	<b>Telephone</b>
	<b>Contact name and title</b>
	<b>Fax</b>
	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>

## **Bidder's Qualification**

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

**Form ELI – 1: Bidder Information Sheet**

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

Reference ID No.: \_\_\_\_\_

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

1. Bidder's Legal Name:
2. In case of JVA, Legal Name of Each Partner:
3. Bidder's Actual or Intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. Authorization to represent the firm named above, in accordance with ITB Sub-Clause 20.2. In case of JVA, letter of intent to form JVA including a draft agreement, or JVA agreement, in accordance with ITB Sub-Clauses 4.1

**Form ELI – 2: JVA Partner Information Sheet**

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

Reference ID No.: \_\_\_\_\_

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

1. Bidder's Legal Name:
2. JVA Partner's Legal Name:
3. JVA Partner's Country of Registration:
4. JVA Partner's Year of Registration:
5. JVA Partner's Legal Address in Country of Registration:
6. JVA Partner's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  Authorization to represent the firm named above, in accordance with ITB Sub-Clause 20.2.

## Form CON – 1: Historical Contract Non-Performance

Bidder's Legal Name: \_\_\_\_\_  
 JVA Partner's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Reference ID No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Non-Performing Contracts</b>			
<p>Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation and Qualification Criteria.</p> <p>Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation and Qualification Criteria.</p>			
Year	Outcome as Percent of Net Worth	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
<b>Pending Litigation</b>			
<p>No pending litigation in accordance with Sub-Factor 2.2.2 of Section III, Evaluation and Qualification Criteria</p> <p>Pending litigation in accordance with Sub-Factor 2.2.2 of Section III, Evaluation and Qualification Criteria, as indicated below</p>			
Year	Outcome as Percent of Net Worth	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

## Form CCC: Current Contract Commitments / Works in Progress

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

Name of Contract	Employer, Contact Address/Tel /Fax	Value of Outstanding Work (current US\$ equivalent)	Estimated Completion Date	Average Monthly Invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

## Form FIN – 1: Historical Financial Performance

Bidder's Legal Name: \_\_\_\_\_  
 JVA Partner's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Reference ID No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Bidder and, if JVA, by each partner:

<b>Financial Information in US\$ Equivalent</b>	<b>Historic Information for Previous _____ ( ) Years (US\$ Equivalent in 000s)</b>					
	Year 1	Year 2	Year 3	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>						
Total Assets						
Total Liabilities						
Net Worth						
Current Assets						
Current Liabilities						
<b>Information from Income Statement</b>						
Total Revenue						
Profits Before Taxes						
Profits After Taxes						

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

- All such documents must reflect the financial situation of the Bidder or partner to a JVA, and not sister or parent companies.
- 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 Construction Turnover

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVA Partner's Legal Name: \_\_\_\_\_ Reference ID No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Annual Turnover Data (Construction Only)</b>			
<b>Year</b>	<b>Amount and Currency</b>	<b>Exchange Rate</b>	<b>US\$ Equivalent</b>
<b>*Average Annual Construction Turnover</b>			

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

### Form FIN – 3: Financial Resources

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (US\$ equivalent)</b>
1		
2		
3		
4		

## Form FIN – 4: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

- A) I, \_\_\_\_\_ [*insert name and position of authorized signatory*] duly authorized by \_\_\_\_\_ [*insert name of Bidder/ partner of joint venture or association (“JVA”)*] (hereinafter referred to as “Bidder”) hereby certify on behalf of the Bidder and myself that information provided in the bid submitted by the Bidder for [*insert Loan Agreement No. and name of the Project*] is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Bidder that;
- (i) the bid has been prepared and submitted in compliance with the terms and conditions set forth in Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as “Guidelines”); and
  - (ii) the Bidder has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.
- B) I certify that neither the Bidder nor any subcontractor, or expert nominated by the Bidder in the bid has been sanctioned by any development assistance organizations<sup>3</sup>.
- C) I further certify on behalf of the Bidder that, if selected to undertake services in connection with the Project, we shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

\_\_\_\_\_  
**Authorized SIGNATORY**

**For and on behalf of the Bidder**

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

---

<sup>3</sup> If the Bidder or any subcontractor or expert nominated by the Bidder has once been or once constituted a corrupt, fraudulent, or coercive practice and has been sanctioned by any development assistance organizations in the past five years, it shall modify the Clause B) accordingly and shall provide the following information;

- (a) The name of the organization which sanctioned the Bidder or subcontractor or JVA partner, or expert nominated by the Bidder.
- (b) The period of the sanction.

However, the Borrower shall not disqualify such a Bidder only because of this matter.

## Form EXP – 1: General Construction Experience

Bidder’s Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVA Partner’s Legal Name: \_\_\_\_\_ Reference ID No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>General Construction Experience</b>				
Starting Month / Year	Ending Month / Year	Years	Contract Identification	Role of Bidder
_____	_____		Contract Name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract Name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract Name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract Name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract Name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract Name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

## Form EXP – 2(a): Specific Construction Experience

Bidder's Legal Name: \_\_\_\_\_  
 JVA Partner's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Reference ID No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Contract of Similar Size and Nature			
<b>Similar Contract Number:</b> <i>[insert specific number] of [insert total number of contracts] Required</i>	<b>Information</b>		
Contract Identification			
Award Date			
Completion Date			
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	US\$ _____		
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	US\$ _____	
Employer's Name:			
Address:			
Telephone/Fax Number:			
E-mail:			

### Form EXP – 2(a): Specific Construction Experience (cont.)

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages  
 JVA Partner's Legal Name: \_\_\_\_\_

Contract of Similar Size and Nature	
<b>Similar Contract Number:</b> <i>[insert specific number] of [insert total number of contracts] Required</i>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 2.4.2 (a) of Section III, Evaluation and Qualification Criteria:	
Amount	
Physical Size	
Complexity	
Methods/Technology	
Physical Production Rate	

## Form EXP – 2(b): Specific Construction Experience in Key Activities

Bidder's Legal Name: \_\_\_\_\_  
 JVA Partner's Legal Name: \_\_\_\_\_  
 Subcontractor's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Reference ID No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Contract with Similar Key Activities			
<b>Similar Contract No.</b> <i>[insert specific number]</i> <b>of</b> <i>[insert total number of contracts]</i> <b>Required</b>	<b>Information</b>		
Contract Identification	_____		
Award Date	_____		
Completion Date	_____		
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	US\$ _____		
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	US\$ _____	
Employer's Name:	_____		
Address:	_____ _____		
Telephone/Fax Number:	_____		
E-mail:	_____		

**Form EXP – 2(b): Specific Construction Experience in Key Activities  
(cont.)**

Bidder’s Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages  
 JVA Partner’s Legal Name: \_\_\_\_\_  
 Subcontractor’s Legal Name: \_\_\_\_\_

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



## **Section V. List of Eligible Countries of Japanese ODA Loans**



## **PART 2 – Works Requirements**



## **Section VI. Works Requirements**

### **Table of Contents**

<b>Specifications .....</b>	<b>72</b>
<b>Drawings .....</b>	<b>74</b>
<b>Supplementary Information .....</b>	<b>75</b>

## Specifications

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

Samples of Specifications from previous similar projects in the same country are useful in to prepare Specifications. The use of metric units is encouraged. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, 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 addendums should then adapt the General Specifications to apply them to the particular Works.

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

### **“Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials 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 the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager's prior review and written consent. Differences between the

standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least twenty-eight (28) days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Bidding Documents. They should not be included in the final documents.

## **Drawings**

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

## **Supplementary Information**



## **PART 3 – Conditions of Contract and Contract Forms**



---

## **Section VII. General Conditions of Contract**

### **Notes on General Conditions of Contract (GCC)**

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

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

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

## Table of Clauses

<b>A. General.....</b>	<b>82</b>
1. Definitions.....	82
2. Interpretation.....	84
3. Language and Law .....	85
4. Project Manager’s Decisions .....	85
5. Delegation .....	85
6. Communications .....	85
7. Subcontracting .....	85
8. Other Contractors.....	85
9. Personnel and Equipment .....	86
10. Employer’s and Contractor’s Risks .....	86
11. Employer’s Risks .....	86
12. Contractor’s Risks.....	87
13. Insurance .....	87
14. Site Data.....	88
15. Contractor to Construct the Works .....	88
16. The Works to Be Completed by the Intended Completion Date .....	88
17. Approval by the Project Manager.....	88
18. Safety .....	88
19. Discoveries.....	89
20. Possession of the Site.....	89
21. Access to the Site .....	89
22. Appointment of the Adjudicator .....	89
23. Procedure for Disputes.....	90
<b>B. Time Control.....</b>	<b>90</b>
24. Program.....	90
25. Extension of the Intended Completion Date.....	91
26. Acceleration .....	91
27. Delays Ordered by the Project Manager .....	91
28. Management Meetings.....	91
29. Early Warning.....	92
<b>C. Quality Control .....</b>	<b>92</b>
30. Identifying Defects.....	92
31. Tests .....	92
32. Correction of Defects.....	92
33. Uncorrected Defects.....	92
<b>D. Cost Control.....</b>	<b>93</b>

---

34. Contract Price.....	93
35. Changes in the Contract Price.....	93
36. Variations.....	93
37. Cash Flow Forecasts .....	94
38. Payment Certificates .....	94
39. Payments.....	95
40. Compensation Events.....	95
41. Tax .....	97
42. Currencies .....	97
43. Price Adjustment.....	97
44. Retention.....	98
45. Liquidated Damages .....	98
46. Bonus .....	98
47. Advance Payment .....	99
48. Securities.....	99
49. Dayworks .....	99
50. Cost of Repairs.....	100
<b>E. Finishing the Contract .....</b>	<b>100</b>
51. Completion.....	100
52. Taking Over .....	100
53. Final Account.....	100
54. Operating and Maintenance Manuals .....	100
55. Termination.....	100
56. Fraud and Corruption.....	101
57. Payment upon Termination.....	102
58. Property.....	102
59. Release from Performance.....	102

## General Conditions of Contract

### A. General

#### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) “Activity Schedule” is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) “Adjudicator” is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 23.
- (d) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Bid.
- (e) “Compensation Events” are those defined in GCC Clause 41 hereunder.
- (f) “Completion Date” is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
- (g) “Contract” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) “Contractor” is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) “Contractor’s Bid” is the completed Bidding Documents submitted by the Contractor to the Employer.
- (j) “Contract Price” is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) “Days” are calendar days; months are calendar months.
- (l) “Dayworks” are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated

## Materials and Plant.

- (m) “Defect” is any part of the Works not completed in accordance with the Contract.
- (n) “Defects Liability Certificate” is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) “Defects Liability Period” is the period calculated from the Completion Date during which the Contractor remains responsible for remedying defects.
- (p) “Drawings” mean the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, including calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (q) “Employer” is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (r) “Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (t) “Initial Contract Price” is the Contract Price listed in the Employer’s Letter of Acceptance.
- (u) “Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (v) “JICA” means Japan International Cooperation Agency.
- (w) “Letter of Bid” means the document, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- (x) “Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (y) “Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

- (z) “Project Manager” is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (aa) “PCC” means Particular Conditions of Contract
- (bb) “Site” is the area **defined as such in the PCC**.
- (cc) “Site Investigation Reports” are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (dd) “Specification” means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ee) “Start Date” is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ff) “Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (gg) “Temporary Works” are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (hh) “Variation” is an instruction given by the Project Manager which varies the Works.
- (ii) “Works” are what the Contract requires the Contractor to construct, install and turn over to the Employer, **as defined in the PCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
  - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than

references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Contract Agreement,
  - (b) Letter of Acceptance,
  - (c) Letter of Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>4</sup> and
  - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 4. Project Manager’s Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 **Otherwise specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as

---

<sup>4</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

**referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

**9. Personnel and Equipment**

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

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract.

**10. Employer's and Contractor's Risks**

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

**11. Employer's Risks**

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

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war, hostilities (whether war declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion of disorder or radioactive contamination directly affecting the country where the Works are to be

executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:

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

## **12. Contractor's Risks**

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

## **13. Insurance**

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

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

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

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

- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.
- 18. Safety** 18.1 The Contractor shall:
- (a) comply with all applicable safety regulations;
  - (b) take care for the safety of all persons entitled to be on the Site;
  - (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
  - (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under GCC Clause

52; and

- (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

18.2 **Unless otherwise stated in the PCC**, the Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents.

18.3 **Unless otherwise stated in the PCC**, the Contractor shall make appropriate measures for HIV-AIDS prevention at the project site.

**19. Discoveries**

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

**20. Possession of the Site**

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

**21. Access to the Site**

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**22. Appointment of the Adjudicator**

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

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

of such request.

**23. Procedure for Disputes**

- 23.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of the notification of the Project Manager's decision.
- 23.2 The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.
- 23.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator's decision shall be final and binding.
- 23.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

**B. Time Control**

**24. Program**

- 24.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 24.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 24.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within fourteen (14) days of being

instructed to by the Project Manager.

- 24.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 25. Extension of the Intended Completion Date**
- 25.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 25.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 26. Acceleration**
- 26.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 26.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 27. Delays Ordered by the Project Manager**
- 27.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 28. Management Meetings**
- 28.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 28.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the

meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 29. Early Warning** 29.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 29.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### **C. Quality Control**

- 30. Identifying Defects** 30.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 31. Tests** 31.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 32. Correction of Defects** 32.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 32.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 33. Uncorrected Defects** 33.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the

Contractor shall pay this amount.

#### **D. Cost Control**

- 34. Contract Price**
- 34.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 34.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 35. Changes in the Contract Price**
- 35.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
  - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
  - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 36. Variations**
- 36.1 All Variations shall be included in updated Programs, and in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 36.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the

quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 36.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 36.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 36.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 36.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**37. Cash Flow  
Forecasts**

- 37.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**38. Payment  
Certificates**

- 38.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 38.3 The value of work executed shall be determined by the Project Manager.
- 38.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

### **39. Payments**

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

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

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

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

### **40. Compensation Events**

40.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the

Contract.

- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

40.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed

unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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

#### 41. Tax

41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date twenty-eight (28) days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 43.

#### 42. Currencies

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

#### 43. Price Adjustment

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

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

where:

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

$A_c$  and  $B_c$  are coefficients<sup>5</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

$\text{Imc}$  is the index prevailing at the end of the month being

<sup>5</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

invoiced and Ioc is the index prevailing twenty-eight (28) days before Bid opening for inputs payable; both in the specific currency “c.”

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

#### **44. Retention**

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

44.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 51.1, the first half of the total amount retained shall be repaid to the Contractor and the second half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute the second half of the retention money with an “on demand” Bank guarantee.

#### **45. Liquidated Damages**

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

45.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 39.1.

#### **46. Bonus**

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

**47. Advance Payment**

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

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

47.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

**48. Securities**

48.1 The Performance Security shall be provided to the Employer within twenty-eight (28) days after receiving the Letter of Acceptance, and issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.

48.2 The Performance Security shall be returned to the Contractor within twenty-eight (28) days from the date of the Certificate of Completion.

**49. Dayworks**

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

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

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

**50. Cost of Repairs**

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

**E. Finishing the Contract**

**51. Completion**

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

**52. Taking Over**

52.1 The Employer shall take over the Site and the Works within seven (7) days of the Project Manager's issuing a certificate of Completion.

**53. Final Account**

53.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within fifty-six (56) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within fifty-six (56) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

**54. Operating and Maintenance Manuals**

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

54.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 54.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

**55. Termination**

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

55.2 Fundamental breaches of Contract shall include, but shall not be

limited to, the following:

- (a) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within eighty-four (84) days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 56.1.

55.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 55.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

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

## **56. Fraud and Corruption**

56.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer

may, after giving fourteen (14) days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of GCC Clause 55 shall apply as if such expulsion had been made under GCC Sub-Clause 55.2.

56.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GCC Clause 9.

**57. Payment upon Termination**

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

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

**58. Property**

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

**59. Release from Performance**

59.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## Section VIII. Particular Conditions of Contract

*[Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.]*

<b>A. General</b>	
<b>GCC 1.1 (q)</b>	The Employer is <i>[insert name, address, and name of authorized representative]</i> .
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i>  <i>[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here.]</i>
<b>GCC 1.1 (y)</b>	The Project Manager is <i>[insert name, address, and name of authorized representative]</i> .
<b>GCC 1.1 (aa)</b>	The Site is located at <i>[insert address of Site ]</i> and is defined in drawings No. <i>[insert numbers]</i>
<b>GCC 1.1 (dd)</b>	The Start Date shall be <i>[insert date]</i> .
<b>GCC 1.1 (hh)</b>	The Works consist of <i>[insert brief summary, including relationship to other contracts under the Project]</i> .
<b>GCC 2.2</b>	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
<b>GCC 2.3 (i)</b>	The following documents also form part of the Contract: <i>[list documents]</i>
<b>GCC 3.1</b>	The language of the contract is <i>[insert name of the language]</i> .  The law that applies to the Contract is the law of <i>[insert name of the country]</i> .
<b>GCC 5.1</b>	The Project manager <i>[“may” or “may not”]</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:

	<p>(a) for loss or damage to the Works, Plant and Materials: <i>[insert amount]</i>.</p> <p>(b) For loss or damage to Equipment: <i>[insert amount]</i>.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract <i>[insert amount]</i>.</p> <p>(d) for personal injury or death:</p> <p style="padding-left: 20px;">(i) of the Contractor’s employees: <i>[amount]</i>.</p> <p style="padding-left: 20px;">(ii) of other people: <i>[amount]</i>.</p>
<b>GCC 14.1</b>	Site Data are: <i>[list Site Data]</i>
<b>GCC 18.2</b>	<p>Appointment of an accident prevention officer [<i>“is” or “is not”</i>] necessary under this Contract.</p> <p><i>[If the Employer considers it necessary to appoint an accident prevention officer under the subject Contract, the following statement should be added to GCC Sub-Clause 18.2:</i></p> <p><i>“This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</i></p> <p><i>The Contractor shall send, to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons and damage to property, as the Project Manager may reasonably require.”</i></p> <p><i>If an accident prevention officer need not be appointed, delete GCC Sub-Clause 18.2 in its entirety.]</i></p>
<b>GCC 18.3</b>	<p><i>[The following clauses may be added to GCC Sub-Clause 18.3 in order to help contain the spread of HIV/AIDS, considering circumstances particular to each individual project:</i></p> <p><i>“The Contractor shall conduct an HIV-AIDS awareness program via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor’s Personnel and the local community, to promote early diagnosis and to assist affected individuals.</i></p> <p><i>The Contractor shall throughout the contract (including the Defects Liability Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Consultants' employees, and all truck drivers and</i></p>

	<p><i>crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labor as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.</i></p> <p><i>The Contractor shall include in the program to be submitted for the execution of the Works under GCC Clause 24 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose.”</i></p> <p><i>If HIV-AIDS prevention measures need not be taken, delete GCC Sub-Clause 18.3 in its entirety.]</i></p>
<p><b>GCC 20.1</b></p>	<p>The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i></p>
<p><b>GCC 22.1 &amp; GCC 22.2</b></p>	<p>Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i>.</p>
<p><b>GCC 23.3</b></p>	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i>.</p>
<p><b>GCC 23.4</b></p>	<p><i>[For smaller contracts, the institution is usually from the Employer’s country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution be applied.]</i></p> <p>Institution whose arbitration procedures shall be used: .....</p> <p><i>[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording]</i></p> <p><b>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</b></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by</p>

	<p>arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>or</p> <p><b>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</b></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”</p> <p>or</p> <p><b>“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:</b></p> <p>Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”</p> <p>or</p> <p><b>“Rules of the London court of International Arbitration:</b></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.”</p> <p>The place of arbitration shall be: <i>[Insert city and country]</i></p>
<b>B. Time Control</b>	
<b>GCC 24.1</b>	The Contractor shall submit for approval a Program for the Works within <i>[insert number]</i> days from the date of the Letter of Acceptance.
<b>GCC 24.3</b>	<p>The period between Program updates is <i>[insert number]</i> days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>[insert amount]</i>.</p>
<b>C. Quality Control</b>	
<b>GCC 32.1</b>	The Defects Liability Period is: <i>[insert number]</i> days.
<b>D. Cost Control</b>	

<b>GCC 42.1</b>	The currency of the Employer’s country is: <i>[insert name of currency of the Employer’s country]</i> .
<b>GCC 43.1</b>	<p>The Contract <i>[insert “is” or “is not”]</i> subject to price adjustment in accordance with GCC Clause 43, and the following information regarding coefficients <i>[specify “does” or “does not”]</i> apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency <i>[insert name of currency]</i>:</p> <p style="padding-left: 40px;">(i) <i>[insert percentage]</i> percent non adjustable element (coefficient A).</p> <p style="padding-left: 40px;">(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(b) For currency <i>[insert name of currency]</i>:</p> <p style="padding-left: 40px;">(i) <i>[insert percentage]</i> percent non adjustable element (coefficient A).</p> <p style="padding-left: 40px;">(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be <i>[insert index]</i>.</p> <p>The Index I for the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
<b>GCC 44.1</b>	<p>The proportion of payments retained is: <i>[insert percentage]</i></p> <p><i>[The retention amount is usually close to 5% and in no case exceeds 10%.]</i></p>
<b>GCC 45.1</b>	<p>The liquidated damages for the whole of the Works are <i>[insert percentage of the final Contract Price]</i> per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><i>[Usually liquidated damages are set between 0.05% and 0.10% per day, and the total amount shall not exceed 10% of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here.]</i></p>
<b>GCC 46.1</b>	The Bonus for the whole of the Works is <i>[insert percentage of final</i>

	<p><i>Contract Price]</i> per day.</p> <p>The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><i>[If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]</i></p>
<b>GCC 47.1</b>	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> .
<b>GCC 48.1</b>	The Performance Security will be in the form of a <i>[insert either of one of “demand guarantee” or “performance bond”]</i> in the amount(s) of <i>[insert percentage]</i> . <i>An amount of 5 to 10% of the Contract Price is commonly specified for Performance Bank Guarantee.]</i> percent of the Accepted Contract Amount.
<b>E. Finishing the Contract</b>	
<b>GCC 54.1</b>	<p>The date by which operating and maintenance manuals are required is <i>[insert date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[insert date]</i>.</p>
<b>GCC 54.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount in local currency]</i> .
<b>GCC 55.2 (g)</b>	The maximum number of days is: <i>[insert number; consistent with clause 45.1 on liquidated damages]</i> .
<b>GCC 57.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>[insert percentage]</i> .

---

## **Section IX. Contract Forms**

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

### **Table of Forms**

<b>1. Letter of Acceptance .....</b>	<b>110</b>
<b>2. Contract Agreement .....</b>	<b>111</b>
<b>3. Performance Security .....</b>	<b>113</b>
<b>4. Advance Payment Security .....</b>	<b>114</b>

# 1. Letter of Acceptance

*[letterhead paper of the Employer]*

*[insert date]*

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

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

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

*[Choose one of the following statements:]*

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

*[or]*

We do not accept that *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 41.1 and GCC 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## 2. Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the addenda Nos [insert addenda numbers if any];
- (d) the Particular Conditions;
- (e) the General Conditions;
- (f) the Specification;
- (g) the Drawings;
- (h) the completed Schedules; and
- (i) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

for and on behalf of the Employer  
in the presence of:

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

for and on behalf the Contractor  
in the presence of:

\_\_\_\_\_  
Witness, Name, Signature, Address, Date

\_\_\_\_\_  
Witness, Name, Signature, Address, Date

### 3. Performance Security

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

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

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of the Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert date of the contract]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert name of the currency and amount in figures] ([amount in words])*,<sup>6</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , . . . . .<sup>7</sup>, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

<sup>6</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

<sup>7</sup> Insert the date twenty-eight days after the expected date of receiving the Certificate of Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## 4. Advance Payment Security

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

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

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert date of the contract]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert name of the currency and amount in figures]* (*[amount in words]*)<sup>8</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

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 *[insert Contractor's account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . .<sup>9</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

<sup>8</sup> The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

<sup>9</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the Time for Completion, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



Japan International Cooperation Agency

URL:<http://www.jica.go.jp>

E-mail:[gltps-lp@jica.go.jp](mailto:gltps-lp@jica.go.jp)