

**Government of Guyana/Inter-American
Development Bank**

GUYANA ENERGY AGENCY

**Energy Matrix Diversification and Institutional
Strengthening of the Department of Energy
(EMISDE)**

Loan No. 4676/BL-GY

**Standard Bidding Documents
for
Engineering, Procurement, Construction &
Installation, Commissioning and Turn-key Delivery
of a Solar PV Power Plant including Battery Energy
Storage System & Transmission Line at Leguan**

ICB No.: 001/GY-L1066/GEA/2023

Date: April 20, 2023



**Inter-American Development Bank
Washington, D.C.
2011**



Revisions

Version	Modification	Reason
October 2005	First publication	First publication
August 2006	Section I – Instruction to Bidder - Clause 3; Section V – General Condition of Contract – Clause 60	Modification to the Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank in the paragraph 1.14 (GN-2349-7)
2011	Section I Clause 3: Prohibited Practices; Clause 4: Eligible Bidders; Bidding Form; Section V Clause 60: Prohibited Practices.	Modification to the Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank GN-2349-9. Modification of prohibited practices, definitions and incorporation of cross debarment.

Preface

Procurement under projects financed by the Inter-American Development Bank (IDB),¹ is carried out in accordance with policies and procedures laid down in the *Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank*² (hereinafter called *Policies*).

The standard Bidding Documents in this publication have been prepared for use by borrowers in the procurement of works for “smaller” contracts—valued at generally less than US\$10 million—by international competitive bidding (ICB). These documents may also be adapted to national competitive bidding (NCB). However, substantive changes to adapt to NCB are generally necessary in the Instructions to Bidders and the Special Conditions of Contract.

For complex works under US\$10 million, such as marine works and water treatment plants, it may be preferable to use the Inter-American Development Bank’s *Standard Bidding Documents, Procurement of Works*.

To obtain further information on procurement under Inter-American Development Bank-assisted projects, contact:

Project Procurement Office (VPC/PDP)
Inter-American Development Bank
1300 New York Ave., N.W., Washington D.C. 20577 U.S.A.
procurement@iadb.org
<http://www.iadb.org/procurement>

¹ The expression “Bank” used in this document includes the Inter-American Development Bank and the funds it administers. Requirements of IDB and any other fund administered by the IDB are identical; except in the case of eligibility where membership is different (See Eligible Countries Section). The expression “loans” include the financing instruments and methods, the technical cooperations (TC) and the financing of operations. The expression “Loan Contract” includes all the legal instruments under which the Bank operations are formalized.

² This document includes alternatives clauses to reflect the two versions of the Policies for the Procurement of Goods and Works) including non-consulting services) financed by the Inter-American Development Bank GN-2349-7 approved in 2006 and GN-2349-9 approved in 2011. The Loan Contract of the operation establishes the applicable policies which will determine the applicable cause.

BIDDING DOCUMENTS

Documents for Contracting Small Works Design and Build

**Engineering, Procurement, Construction &
Installation, Commissioning and Turn-key Delivery
of a Solar PV Power Plant including Battery Energy
Storage System & Transmission Line at Leguan**

Issued on April 20, 2023

ICB No: 001/GY-L1066/GEA/2023

Contracting Agency: *Guyana Energy Agency*

Country: *Guyana*

INVITATION FOR BIDS (IFB)

Country: The Cooperative Republic of Guyana

Name of Project: Energy Matrix Diversification and Institutional Strengthening of the Department of Energy (EMISDE).

Loan Number: 4676/BL-GY **Brief Description:** The Government of Guyana has received financing from the Inter-American Development Bank towards the support of Guyana's evolving energy sector and intends to apply part of the proceeds towards the Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System & Transmission Line at Leguan.

ITB Title: Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System & Transmission Line at Leguan

ITB Number: 001/GY-L1066/GEA/2023

This invitation for bids follows the General Procurement Notice for this project that appeared in the daily newspapers, Project No. GY-L1066 of May 12, 2019. The Government of Guyana has received financing from the Inter-American Development Bank towards the support of Guyana's evolving energy sector and intends to apply part of the proceeds towards the Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System at Leguan. The project is divided into three components: **Component 1:** Renewable Energy (RE) solutions for the Hinterland, **Component 2:** Reinforcement of transmission infrastructure, **Component 3:** Institutional Strengthening and Governance of the DE. The Guyana Energy Agency (GEA) is the executing agency for Components 1 and 3.

The Project Coordinating Unit (PCU) of the GEA now invites sealed bids from eligible and qualified bidders for the **Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System & Transmission Line at Leguan.**

Procurement processes of contracts financed by the Inter-American Development Bank will be conducted in accordance with the Policies for Procurement of Goods and Works financed by the Inter-American Development Banks (GN-2349-9) or the most current edition) and is open to all eligible bidders as defined in the Policies and is open to eligible firms and individuals from Bank Member Countries.

Interested eligible bidders may obtain further information from the **Project Coordinator, Guyana Energy Agency 295 Quamina Street, South Cummingsburg Georgetown** or by e-mail at gea@gea.gov.gy, and inspect the Bidding Documents at 295 Quamina Street, South Cummingsburg, Georgetown, Guyana from 09:00 hrs to 15:00 hrs. Monday to Friday.

Qualification requirements include (but not limited to) NIS and GRA compliances (for bidders registered in Guyana), Valid Business and VAT Registration (where applicable), experience, financial and technical capacity.

All bids must be accompanied by a bid security of GYD \$1,000,000 Guyana dollars or an equivalent amount in a freely convertible currency. Bids must be delivered to the address below on or before **Tuesday June 20, 2023** at 9.00 a.m. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened on **Tuesday, June 20, 2023** at the address below in the presence of the bidders' representatives who choose to attend in person:

The Chairman
National Procurement and Tender Administration Board
Ministry of Finance, Main and Urquhart Streets
Georgetown, Guyana

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Section I. Instructions to Bidders

This Section of the Bidding Documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Contracting Agency. It should also give information on bid submission, opening and evaluation, and on the award of Contract.

Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Section V, General Conditions of Contract (GCC), and/or Section VI, Special Conditions of Contract (SCC). If duplication of a subject is inevitable in the different sections of the documents, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

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Instructions to Bidders (ITB)

A. General

1. **Scope of Bid**
 - 1.1 The Contracting Agency as defined³ in “General Conditions of Contract” (GCC) and identified in Section II “Bidding Data Sheet” (BDS), invites bids for the construction of Works and Procurement and Installation of Goods as described in the BDS and Section VII, “Special Conditions of Contract” (SCC). The name and identification number of the Contract are provided in the BDS and the SCC.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS and SCC 1.1 (r).
 - 1.3 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower, as defined in the BDS, intends to apply part of the funds of a loan from the Inter-American Development Bank (IDB) (hereinafter called “the Bank”), as defined in the BDS, towards the cost of the Project, as defined in the BDS, to cover eligible expenses under the Contract for the Works. Payments by the Bank shall be made only at the request of the Borrower and upon approval by the Bank in accordance with the Loan Contract and shall be subject in all respects to the terms and conditions of that Contract. Except as the Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Contract or have any rights to the loan proceeds.
 - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Contract), and will be subject in all respects to the terms and conditions of that Loan Contract. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the funds.

³ See Section V, “General Conditions of Contract”, Clause 1. Definitions.

3. Fraud and corruption
[exclusive clause
for loan
agreements
signed under
policy GN-2349-
7]

3.1 The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed project including, *inter alia*, bidders, suppliers, contractors, consultants and concessionaries (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which they have knowledge or become aware both, during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions set forth below involve the most common types of fraud and corruption but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Bank shall in all cases proceed with the established procedure referred to in Clause 3.1 (c).

(i) The Bank defines, for the purposes of this provision, the terms set forth below:

(a) A *corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(b) A *fraudulent practice* is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(c) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and

(d) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(ii) If the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-

financed project including, *inter alia*, borrowers, bidders, suppliers, contractors, subcontractors, consultant and concessionaires, executing agencies or contracting agencies (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:

- (a) decide not to finance any proposal to award a contract or a contract awarded for works, goods, and related services financed by the Bank;
 - (b) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
 - (c) cancel and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the borrowing country's legislation;
 - (d) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
 - (e) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;
 - (f) refer the matter to appropriate law enforcement authorities; and/or
 - (g) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement to the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.
- (iii) The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract

financed by the Bank which are available at the Bank's website (www.iadb.org), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriated investigation. Allegations may be presented confidentially or anonymously.

(iv) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this Clause 3.1

(v) The imposition of any action to be taken by the Bank pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Bank.

3.2 The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, consultants and concessionaires to permit the Bank to inspect their accounts and records and any other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, consultants and concessionaires to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Bank the employees or agents of the Bidders, suppliers, contractors, subcontractors, consultants or concessionaires with knowledge of the Bank-financed project to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the review or audit of the documents. If the Bidder, supplier, contractor, subcontractor, consultant or concessionaire fails to comply with the Bank's request, or otherwise obstruct the Bank's review of the matter, the Bank, in its sole discretion, may take appropriate action against the Bidder, supplier, contractor, subcontractor, consultant or concessionaire.

3.3 Bidders shall represent and warrant:

(a) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to

abide by the applicable rules;

- (b) that they have not engaged in any violation of policies on fraud and corruption described herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
- (d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or consulting agreement have been disclosed;
- (g) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in Clause 3.1 (b).

3. Prohibited Practices
[exclusive clause for loan agreements signed under policy GN-2349-9]

3.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, *inter alia*, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank⁴ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts

⁴ Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

(a) The Bank defines, for the purposes of this provision, the terms set forth below:

(i) A "*corrupt practice*" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A "*fraudulent practice*" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) A "*coercive practice*" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) A "*collusive practice*" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and

(v) An "*obstructive practice*" which is:

a.a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b.b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 3.1 (f) below.

(b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, *inter alia*, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

- (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
- (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
- (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
- (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
- (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to
 - (i) be awarded a contract or participate in activities financed by the Bank; and
 - (ii) be nominated⁵ sub-consultant, sub-contractor, supplier or service provider

⁵ A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

of an otherwise eligible firm being awarded a Bank-financed contract;

- (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 3.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term "sanction" shall mean any debarment, conditions on future contracting or any publicly disclosed action taken in response to a violation of an IFI's applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires that all applicants bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited

by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

- (g) If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions under section 3 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual

suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

3.2 By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be disqualified from participating in contracts

intended to be financed in whole or in part from Bank loans. Section IV of this document establishes the Bank's member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of goods and services. The Bidders with the nationality of a Bank's member country and the goods to be supplied under the Contract are not eligible if:

- (a) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

4.2 Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Contracting Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid

4.3 A Bidder, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions, and is that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.

4.4 Government-owned enterprises in the Contracting Agency's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under

commercial law, and (iii) are not a dependent agency of the Borrower.

- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Contracting Agency, as the Contracting Agency shall reasonably request.

5. Qualifications of the Bidder

- 5.1 All bidders shall provide in Section V, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Contracting Agency has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section V, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or incorporation, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction works performed for each of the last five (5) years;
 - (c) experience in works of a similar nature and size for each of the last five (5) years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five (5) years;
 - (g) evidence of adequacy of working capital for this Contract

(access to line(s) of credit and availability of other financial resources);

- (h) authorization to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five (5) years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) proposals for subcontracting components of the Works amounting to more than thirty (30) percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS.**

5.4 Bids submitted by a joint venture, consortium or association (JVCA) of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in the BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each JVCA partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JVCA; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (f) a copy of the JVCA Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a JVCA agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) an average annual billing of construction work over the period **specified in the BDS** of at least the multiple **indicated in the BDS**
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should

be at least seventy) percent complete);

- (c) show that it can ensure the timely availability (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) hire a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.⁶

A consistent history of litigation or arbitration awards against the Applicant or any partner of a JVCA may result in disqualification.

- 5.6 The figures for each of the partners of a JVCA shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a JVCA to qualify, each of its partners must meet at least twenty five (25) percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least forty (40) percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the JVCA's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

- | | |
|------------------------------|---|
| 6. One Bid per Bidder | 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a JVCA. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be rejected. |
| 7. Cost of Bidding | 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Contracting Agency shall in no case be responsible or liable for those costs. |
| 8. Site Visit | 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain 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 |

⁶ Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Contracting Agency shall pay the Contractor's monthly certificates.

Bidder's own expense.

B. Bidding Documents

- 9. Contents of Bidding Documents**
- 9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- Invitation for Bids
- | | |
|--------------|--|
| Section I | Instructions to Bidders (ITB) |
| Section II | Bidding Data Sheet (BDS) |
| Section III | Evaluation and Qualification Criteria |
| Section IV | Eligible Countries |
| Section V | Bidding Forms |
| Section VI | General Conditions of Contract (GCC) |
| Section VII | Special Conditions of Contract (SCC) |
| Section VIII | Specifications & Performance Requirement |
| Section IX | Drawings |
| Section X | Bill of Quantities |
| Section XI | Forms of Securities |
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Contracting Agency in writing at the Contracting Agency's address **indicated in the BDS**. The Contracting Agency shall respond to any request for clarification received earlier than 21 days⁷ prior to the deadline for submission of bids. Copies of the Contracting Agency's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Contracting Agency may modify the Bidding Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.⁸ Prospective bidders shall acknowledge receipt of each addendum in writing to the

⁷ It may be necessary to extend the deadline for submission of bids if the Contracting Agency's response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.

⁸ It is therefore important that the Contracting Agency maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.

Contracting Agency.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Contracting Agency shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

- 12. Language of Bid** 12.1 All documents relating to the Bid shall be in the language **specified in the BDS.**
- 13. Documents Comprising the Bid** 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Contractor's Bid (in the format indicated in Section V);
 - (b) Bid Security, or Bid Validity Declaration, in accordance with ITB Clause 17, if required;
 - (c) priced Activity Schedule;⁹
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) any other materials required to be completed and submitted by bidders, as **specified in the BDS.**
- 14. Bid Prices** 14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule¹⁰ submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Activity Schedule.¹¹ Items for which no rate or price is entered by the Bidder shall not be paid for by the Contracting Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, the unit prices, and total Bid price submitted by the

⁹ In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."

¹⁰ In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."

¹¹ In lump sum contracts, delete "described in the Bill of Quantities" and replace with "described in the drawings and specifications and listed in the Activity Schedule."

Bidder.¹²

14.4 The lump sum prices¹³ quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and SCC and the provisions of Clause 47 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and GCC Clause 47.

15. Currencies of Bid and Payment

15.1 The lump sum prices¹⁴ shall be quoted by the Bidder entirely in the currency of the Contracting Agency's country as **specified in the BDS** Foreign currency requirements shall be indicated as percentages of the Bid price (excluding provisional sums¹⁵) and shall be payable at the option of the Bidder in up to three foreign currencies.

15.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the source **specified in the BDS** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.4 Bidders may be required by the Contracting Agency to clarify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum,¹⁶ **if required in the BDS**, are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

16.1 Bids shall remain valid for the period¹⁷ **specified in the BDS**.

16.2 In exceptional circumstances, the Contracting Agency may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested

¹² In lump sum contracts, delete "rates, unit prices, and."

¹³ In lump sum contracts, delete "rates and unit prices" and replace with "lump sum price."

¹⁴ In lump sum contracts, delete "unit rates and prices" and replace with "lump sum price."

¹⁵ Provisional sums are monetary sums specified by the Contracting Agency in the Bill of Quantities, to be used at his discretion for nominated subcontractors and other specified purposes.

¹⁶ For lump sum contracts, delete "rates and prices" and replace with "Lump Sum."

¹⁷ The period is a realistic time, usually not less than 35 days nor more than 105, allowing for bid evaluation, clarifications, and the Bank's "no objection" (where awards of Contract are subject to prior review).

in accordance with ITB Clause 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Validity Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 17.

- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

**17. Bid Security
and Bid
Validity
Declaration**

- 17.1 **If required in the BDS**, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid Validity Declaration in original form as specified in the BDS.
- 17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in the currency of the Employer's country or the currency of the Bid or in another freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution;
 - (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside the Contracting Agency's Country, it shall have a correspondent financial institution located in the Contracting Agency's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section X "Security Forms," or other form approved by the Contracting Agency prior to bid submission;
 - (d) be payable promptly upon written demand by the Contracting Agency in case the conditions listed in ITB Clause 17.5 are invoked;
 - (e) be submitted in its original form; copies shall not be accepted;

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- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.

17.3 If a Bid Security or a Bid Validity Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Validity Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Contracting Agency as non-responsive.

17.4 The Bid Security or the Bid Validity Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

17.5 The Bid Security may be forfeited, or the Bid Validity Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security.

17.6 The Bid Security or Bid Validity Declaration of a JVCA must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Security or Bid Validity Declaration shall be in the names of all future partners as named in the letter of intent.

18. Alternative Proposals by Bidders

18.1 Alternatives shall not be considered, unless specifically **allowed in the BDS**. If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:

- (a) Option One. A bidder may submit alternative bids with the base bid and the Contracting Agency shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest price evaluated bid, or
- (b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the

base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.

18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Contracting Agency, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

**19. Format and
Signing of Bid**

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Contracting Agency, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**20. Submission,
Sealing and
Marking of
Bids**

20.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS**. In the case of Bids submitted by mail or by hand the Bidder shall seal the original and all copies of the Bid in two inner envelopes, duly marking them as "ORIGINAL" and "COPIES", respectively, and shall seal the two inner envelopes into an outer

envelope

20.2 The inner and outer envelopes shall

- (a) be addressed to the address¹⁸ **provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and SCC; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Contracting Agency shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Contracting Agency at the address specified in Sub-clause 20.2 (a) no later than the time and date **specified in the BDS.**

21.2 The Contracting Agency may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Contracting Agency and the bidders previously subject to the original deadline shall then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Contracting Agency after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.

23. Withdrawal, Substitution and Modification of Bids

23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION", or "MODIFICATION" as appropriate.

23.3 Notices for withdrawal, substitution or modification of bids shall

¹⁸ *The receiving address should be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safekeeping until Bid opening. A post office address is not satisfactory. The address must be the same as the receiving address described in the Invitation for Bids.*

be delivered to the address specified in sub-clause 20.2 (a) no later than the time and date **specified in sub-clause 21.1 of the BDS.**

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Validity Declaration pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or including them in the initial Bid

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The **National Procurement & Tender Administration Board** shall open the bids in public, and the withdrawal, substitution and modification notices made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time, date and in the place **specified in the BDS.** Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.

24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications notices, the presence or absence of Bid Security or Bid Validity Declaration, if required, and such other details as the Contracting Agency may consider appropriate, shall be read aloud (and posted online when electronic bidding is used) by the Contracting Agency at the opening, and recorded when opened. No bid or notice shall be rejected at bid opening except for the late bids and notices pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids and notices shall be returned un-opened to bidders

24.4 The Contracting Agency shall prepare Minutes of the Bid Opening, including the record of readout bids and the

information disclosed to those present, in accordance with ITB Sub-Clause 24.3¹⁹ and promptly send copy of such minutes to all bidders who submitted bids in time.

- 25. Confidentiality** 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Contracting Agency's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Contracting Agency on any matter related to the bidding process, it should do so in writing.
- 26. Clarification of Bids** 26.1 To assist in the examination, evaluation, and comparison of Bids, the Contracting Agency may, at the Contracting Agency's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of Activity Schedule.²⁰ The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Contracting Agency in the evaluation of the Bids in accordance with ITB Clause 28.
- 27. Examination of Bids and Determination of Responsiveness** 27.1 Prior to the detailed evaluation of Bids, the Contracting Agency shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Bid Security or the Bid Validity Declaration, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Contracting Agency's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

¹⁹ A copy of the minutes should be sent by the Contracting Agency to the Inter-American Development Bank together with the Bid evaluation report, for contracts subject to prior review.

²⁰ In lump sum contracts, delete "unit rates" and replace with "the prices in the Activity Schedule."

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- 27.3 If a Bid is not substantially responsive, it shall be rejected by the Contracting Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive shall be checked by the Contracting Agency for any arithmetic errors. Errors shall be corrected by the Contracting Agency as follows:²¹
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Contracting Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.
- 28.2 The amount stated in the Bid shall be adjusted by the Contracting Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid- Validity Declaration executed in accordance with ITB Sub-Clause 17.5 (b).
- 29. Currency for Bid Evaluation**
- 29.1 Bids shall be evaluated as quoted in the currency of the Contracting Agency's Country in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the currency of the Contracting Agency's country using the exchange rates prescribed in ITB Sub-Clause 15.2.
- 30. Evaluation and Comparison of Bids**
- 30.1 The Contracting Agency shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Contracting Agency shall determine for each Bid the evaluated Bid price by adjusting the Bid price as

²¹ In lump sum contracts, delete from "as follows" to the end, and replace with the following: "as follows: where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern."

follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule²² but including Daywork,²³ where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Contracting Agency reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Contracting Agency shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5²⁴ *In the case of several lots, pursuant to ITB Sub-Clause 30.2 (d), the Contracting Agency shall determine the application of discounts so as to minimize the combined cost of all the lots*

31. Domestic Preference

31.1 A margin of preference shall not be applied to compare the bids of national and foreign bidders.

F. Award of Contract

32. Award

32.1 Subject to ITB Clause 33, the Contracting Agency shall award

²² *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

²³ *Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Contracting Agency must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders' quoted rates and included in the total Bid price.*

²⁴ *If the Bidding Documents include two or more lots, add ITB Sub-Clause 30.5: "In the case of several lots, pursuant to ITB Sub-Clause 30.2 (d), the Contracting Agency shall determine the application of discounts so as to minimize the combined cost of all the lots."*

Criteria	the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and represents the lowest evaluated cost, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
33. Contracting Agency's Right to Accept any Bid and to Reject any or all Bids	33.1 Notwithstanding ITB Clause 32, the Contracting Agency reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Contracting Agency's action. ²⁵
34. Notification of Award and Signing of Agreement	<p>34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Contracting Agency prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the Contracting Agency shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p> <p>34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.</p> <p>34.3 The Agreement shall incorporate all agreements between the Contracting Agency and the successful Bidder. It shall be signed by the Contracting Agency and sent to the successful Bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Contracting Agency.</p> <p>34.4 The Contracting Agency shall publish in <i>UNDB (United Nations Development Business)</i> and in the Bank's Internet website the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</p>

²⁵ Contracting Agencies shall not reject bids or annul bidding processes, except as permitted in the Policies for the Procurement of Goods and Works financed by the Bank.

After publication of the award, unsuccessful bidders may request in writing to the Contracting Agency for a debriefing seeking explanations for the failure of their bids. The Contracting Agency shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Contracting Agency in writing to explain on which grounds its bid was not selected.

**35. Performance
Security**

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the Contracting Agency a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee or Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the country of the Contracting Agency, or by a foreign bank acceptable to the Contracting Agency through a correspondent bank located in the Contracting Agency's country.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Contracting Agency.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid Validity Declaration. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Contracting Agency shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.

**36. Advance
Payment and
Security**

- 36.1 The Contracting Agency shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section XI "Security Forms" provides a Bank Guarantee for Advance Payment form.

37. Adjudicator

- 37.1 The Contracting Agency proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the

Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Contracting Agency has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority **designated in the BDS** and the SCC at the request of either party.

Section II. Bidding Data Sheet

A. General	
ITB 1.1	<p>The Contracting Agency is <i>Guyana Energy Agency.</i></p> <p><i>The Works are for:</i></p> <p><i>Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System & Transmission Line at Leguan follows:</i></p> <p><i>Identification Number: 004/GY-L1066/GEA/2023</i></p>
ITB 1.2	<p>The Intended Completion Date is: <i>330 calendar days from the date the commencement order is issued.</i></p>
ITB 2.1	<p>The Borrower is <i>Cooperative Republic of Guyana.</i></p>
ITB 2.1	<p>The expression “Bank” used in this document includes the Inter-American Development Bank and the funds it administers. Requirements of IDB and any other fund administered by the IDB are identical; except in the case of eligibility where membership is different (See Eligible Countries Section). The expression “loans” include the financing instruments and methods, the technical cooperation (TC) and the financing of operations. The expression “Loan Contract” includes all the legal instruments under which the Bank operations are formalized</p> <p>The Bank’s loan is: <i>Energy Matrix Diversification and Institutional Strengthening of the Department of Energy (EMISDE)</i> The Bank’s loan is: <i>No. 4676/BL-GY</i></p> <p><i>Date: February 11, 2019</i></p>
ITB 2.1	<p>The Project is <i>Energy Matrix Diversification and Institutional Strengthening of the Department of Energy (EMISDE)</i></p> <p><i>The general objective of the Program is to support Guyana's evolving energy sector by investing in sustainable/cleaner energy solutions to diversify the energy matrix in the Hinterland while contributing to climate change mitigation.</i></p>

ITB 5.3²⁶	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: <i>None</i>
ITB 5.3 (j)	The ceiling for sub-contractor's participation is: <i>30 percent of the whole works</i>
ITB 5.4	The qualification data required from JVCA in ITB Sub-Clause 5.4 are modified as follows: <i>None</i>
ITB 5.5	The qualification criteria for Bidders in ITB Sub-Clause 5.5 are modified as follows 5.5 (a), (b), (c), (e)
ITB 5.5 (a)	The multiple is: <i>Two (2)</i> The period is: <i>Five (5) years</i>
ITB 5.5 (b)	The number is: <i>Two (2)</i> The period is: <i>Five (5) years</i>
ITB 5.5 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: Cherry Picker (bucket) Truck, Hiab (crane) Truck, Skidsteer or Backhoe, Utility Truck, Puller and Tensioner Set for Conductors and Crimping and Hydraulic Tools. Machinery utilized and works' layout organization should observe the condition of flood prone area, e.g. ground works' machinery using chains instead of tires or placing materials in elevated areas.
ITB 5.5 (e)²⁷	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: Six Hundred Thousand United States Dollars (<i>US\$600,000</i>) equivalent to One Hundred and twenty five million, one hundred thousand Guyana Dollars (<i>G\$125,100,000</i>)
ITB 5.6	Subcontractors' experience and resources <i>shall NOT</i> be taken into account.
B. Bidding Documents	
ITB 10.1	The Contracting Agency's address for <u>clarification of Bid only</u> is: Guyana Energy Agency

²⁶ Delete if prequalification has been conducted.

²⁷ Delete if prequalification has been conducted.

	<p>Attention: Dr. Mahender Sharma Street Address: 295 Quamina Street City: Georgetown Country: Guyana Telephone: (592) 226 0394/4424 Facsimile number: (592) 226 5227 Electronic mail address: gea@gea.gov.gy</p> <p><i>Note: Requests for clarification sent via email must be sent on a company's letterhead, signed and stamped by the company's legal representative and preferably in pdf format.</i></p>
C. Preparation of Bids	
ITB 12.1	The language of all documents relating to the bid is: <i>English</i>
ITB 13.1	<p>Any additional materials required to be completed and submitted by the Bidders as per ITB5.5</p> <p>The Bidder shall submit with its bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Bid 2. Bidders registered in Guyana must submit valid Guyana Revenue Authority and National Insurance Scheme Compliance Certificates in the name of the business as per business registration. Document must be clearly legible. 3. Proof of Authorizing Signature <ul style="list-style-type: none"> • For the incorporated company this must be in the form of a Power of Attorney endorsed by a Commissioner of Oaths or Justice of Peace. • For a registered business that has appointed an employee to sign the bid, a letter of authorizing signatory must be provided. 4. Completed and Signed Schedule of Rates and Prices 5. Completed and Signed “Contractor’s Bid” 6. Information on Current Litigation (see format in Section IV-Forms of Contractors Bid (3. Qualification Information - 1.9))

	<p>7. Demonstration with an Affidavit confirming the selected company, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank</p> <p>8. Demonstration with an Affidavit confirming the selected company has no sanction of the Bank or any other International Financial Institution (IFI) under which they have been declared ineligible.</p> <p>9. Demonstration with an Affidavit confirming the Eligibility, in accordance with Section IV of these Bidding Documents of the selected Bidder to perform the Works.</p> <p>10. Government-owned enterprises in the Contracting Agency's country must demonstrate with a declaration confirming that they are (i) legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Borrower as stated in ITB 4.4 .</p> <p>11. Company Profile, including updated organizational chart to clearly demonstrate key personnel roles, supporting personnel proposed subcontractors (if applicable) and reporting mechanism.</p> <p>12. Audited Financial statements of the periods: (2022, 2021, 2020,)</p> <p>13. Technical Report as per section III of this bid document, including but not limited to providing:</p> <ul style="list-style-type: none"> • Bill of quantities and detailed product specifications of all equipment including manufacturer data sheets, model, quantity ,spare parts and technical manuals for the proposed equipment. • Manufacturer's authorization for all major equipment, specifically the PV modules, mounting structures, inverters and batteries). • Turn-key solar solution track record (completed projects currently successfully in operation over the past 5 years, each
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	<p>with a budget in excess of USD800,000)</p> <ul style="list-style-type: none"> • A detailed timeline/schedule indicating overall duration with clear milestones • A detailed execution plan including construction/installation method • Quality Control plan • Organizational chart and CV with relevant experience/qualifications of all individuals who will be involved in this project, including the subcontractors (if any) including signed permission letters from proposed personnel for the project. • Environmental, Social Health and Safety plan (ESHS) obligations that will be applied by all contractors who will be involved in this project including the bidder. This should include a detailed Code of Conduct. • Labor and working conditions: As established in Section V. Bidding Forms, the Environmental and Social Management Plan (ESMP) is to be submitted by the Contractor for the approval of the Employer before the start of civil works and proceeding with purchase orders. This ESMP must include a labor assessment to identify measures to assess, prevent, mitigate and continuously monitor any Labor and Working Conditions risks and impacts to workers directly engaged by the contractor, subcontractors and primary suppliers of polysilicon solar panels. <p>If the assessment identifies inadequate labor and working conditions as defined by the ILO Core Labor Standards in any of the Contractor's subcontractors and primary suppliers of polysilicon solar panels that cannot be avoided or</p>
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	<p>mitigated, the Contractor will shift its primary suppliers to suppliers that can demonstrate adequate Labor and Working Conditions and comply with the specifications of the technical offer. The Employer reserves the right to approve these changes based on the documentation provided and its own analysis.</p> <ul style="list-style-type: none"> • Drawings including (a) Solar plant layout with dimensions (SI units) (b) Line diagram. <p>14. Proof of availability of Support Line (after sales service)</p> <p>Note* Bidders are required to initial <u>all</u> pages and submit <u>all</u> of the abovementioned additional documents. Failure to do so may result in the bid being rejected.</p>
ITB 14.4	The rates and prices “ <i>shall not</i> ” be subject to price adjustment in accordance with GCC Clause 47.
ITB 15.1	The currency of the Contracting Agency’s country is <i>Guyana Dollars</i> .
ITB 15.2	The source for establishing the rates of exchange shall be <i>Bank of Guyana. The rate of exchange for price evaluation shall be the Bank of Guyana published exchange rate 28 days prior to the deadline for bid submission.</i>
ITB 15.4	Bidders “ <i>are</i> ” required to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices are reasonable and responsive to ITB Sub-Clause 15.1.
ITB 16.1	The Bid shall be valid for <i>180 Days</i> .
ITB 17.1	Bid shall include a Bid Security issued by a bank or a by a surety using the form for bid security (bank guarantee or bid bond) included in Section X Security Forms.
ITB 17.2	The Bid Security amount is <i>GYP \$1,000,000</i> or an equivalent amount in a freely convertible currency.
ITB 18.1	Alternative Bids “ <i>shall not</i> ” be considered.
ITB 19.1	In addition to the original of the Bid, the number of copies is: Two (2) exact

	copies clearly marked “ ORIGINAL” and “COPIES” shall be submitted <i>plus two (2) exact electronic PDF copies on USB Flash Drive.</i>
D. Submission of Bids	
ITB 20.1	Bidders may submit their bids electronically: <i>No</i>
ITB 20.2 (a)	<p>The Contracting Agency’s address for the purpose of <u>Bid submission</u> is:</p> <p><i>National Procurement & Tender Administration Board, Ministry of Finance</i></p> <p><i>Street Address: Main & Urquhart Streets</i></p> <p><i>City: Georgetown</i></p> <p><i>Country: Guyana</i></p> <p><i>Attention: Chairman</i></p>
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above.
ITB 20.2 (c)	The warning should read “DO NOT OPEN BEFORE June 20, 2023 at 9.00 a.m. ”
ITB 21.1	The deadline for submission of bids shall be June 20, 2023 at 9.00 a.m.
E. Bid Opening and Evaluation	
ITB 24.1	<p>The bid opening shall take place at following location and time:</p> <p>National Procurement & Tender Administration Board, Ministry of Finance Street Address: Main & Urquhart Streets City: Georgetown Country: Guyana Attention: Chairman</p> <p>Date: June 20, 2023 Time: 9:00 a.m.</p>
F. Award of Contract	
ITB 35.1	The Standard Form of Performance Security acceptable to the Contracting

	<p>Agency shall be:</p> <p><i>A Bank Guarantee (from a commercial bank) equivalent to ten percent (10%) of the Contract Price or a Bond from an Insurance Company equivalent to thirty percent (30%) of the Contract Price must be submitted by the successful bidder upon signing of the Contract.</i></p>
ITB 36.1	The Advance Payment shall be 10 percent of the Contract Price in keeping with GCC 51.
ITB 37.1	<p>The Adjudicator proposed by the Contracting Agency is: Mr. Joel Trotman.</p> <p>The hourly fee for this proposed Adjudicator shall be US\$100.00.</p> <p>The biographical data of the proposed Adjudicator is as follows:</p> <p>Mr. Joel Trotman</p> <p>Sworn Land Surveyor (SLS), Civil Engineer (B.Tech) and Engineering Management (MSc)</p> <p>Trained in Conflict Resolution</p> <p>The Appointing Authority is Guyana Association of Professional Engineers (GAPE)</p>

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Contracting Agency shall use to evaluate bids and qualify Bidders. The Bidder shall provide all the information requested in the forms included in Section V, Bidding Forms.

The Most Advantageous Bid is the bid which meets the qualifications criteria and whose bid:

- (a) is substantially responsive to the bidding document, and
- (b) has the lowest evaluated cost

Evaluation

The Contractor/Bidder must first satisfy the Qualification Criteria to be further evaluated. Contractor/Bidder who does not meet all qualifications requirements will not be evaluated under this section.

The technical and economic proposals shall then be evaluated in the following areas:

(a) Time Schedule:

The Plant and Installation services shall be completed within *330 calendar days, after the effective date specified in Article 3 of the Contract Agreement*. No credit will be given for earlier completion.

(b) Technical proposal evaluation:

The technical aspects of each Proposal provided by the Bidders will be examined and analyzed, taking into account the completeness, consistency and level of detail of the information submitted. Evaluation will be dealt with on a basis of conformity (pass) or non-conformity (fail). If a Requirement of the Technical Evaluation is not compliant, the Technical Proposal will be rejected, and the bid will not be evaluated any further.

The Bidder is invited to provide a minimum of details in their technical offer allowing the Evaluation Committee to ensure that the evaluation criterion is properly met.

Technical submission would be evaluated on the technical specification of Annex 1 (Work Package 1) and Annex 2 (Work Package 2). Annex 1, for ease of reference will be categorized under the following subheadings:

- Efficiency of the system
- Reliability of the system
- Lifetime and Warranty

Any submissions that does not meet the requirements would not be evaluated further.

(c) Economic proposal evaluation:

All the bids that pass the technical and qualification criteria would be evaluated economically. The economic evaluation shall be based on the following:

Financial Capability: The bidder shall furnish documentary evidence that it meets the following financial requirements.

The bidder must demonstrate access to, or availability of financial resources such as liquid assets, unencumbered real assets, lines of credits and other financial means, other than any contractual advance payments. See requirements in Table below.

Current Ratio: The current ratio must be greater than one (>1) for each year listed (2022, 2021 and 2020).

Total Bid Price: The economic proposal evaluation will also take into consideration the total bid price (adding to the Financial Capability and Current Ratio.

Qualification

The Contractor/Bidder will be qualified, and their bid will be evaluated if the following criteria is met:

	2.1 Eligibility					
	Requirement	Bidder				Documentation required
		Single Entity	Joint Venture, Consortium or Association			
			All members combined	Each member	At least one member	
2.1.1 Nationality	Nationality in accordance with ITB 4.1	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Qualification Information
2.1.2 Conflict of interest	No Conflict of interest as described in ITB 4.2	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Letter of Bid
2.1.3 Bank ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.3	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Letter of Bid
2.1.4 Government Owned Entity	Compliance with conditions of ITB 4.4	Must meet requirement	Must meet requirements	Must meet requirement	N/A	Qualification Information
2.1.5 Ineligibility based on a United Nation Resolution or Borrower's Country law	Not having been excluded as a matter of Guyana law or official regulation, or by an act of compliance with UN's Security Council decision.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Letter of Bid

2.2 Historical Contract Non-Performance						
Requirement		Bidder				Documentation required
		Single Entity	Joint Venture, Consortium or Association			
			All members combined	Each member	At least one member	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the periods: 2019,2020 and 2021 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 requirements by itself or as member to past or existing JVCA	N/A	Must meet requirements by itself or as member of past or existing JVCA	N/A	Form CON-2
2.2.2 Pending litigation	All pending litigation shall in total not represent more than Fifteen percent (15%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirements by itself or as member to past or existing JVA	N/A	Must meet requirements by itself or as member to past or existing JVA	N/A	Form CON-2

	2.3 Financial Situation					
	Requirement	Bidder				Documentation required
		Single Entity	Joint Venture, Consortium or Association			
			All members combined	Each member	At least one member	
2.3.1 Historical Financial Performance	Submission of audited balance sheet or if not required by Guyana law, other financial statements acceptable to the Contracting Agency, for the periods: 2019, 2020 and 2021 to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. a) Liquid assets equivalent to USD600,000, at minimum)	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN 1 Audited Financial Statements for the periods: 2019,2020 and 2021 Entities presenting consolidated financial statements must list the names of the subsidiaries
2.3.2 Average Annual Turnover	Minimum average annual turnover of USD 500,000 calculated as total certified payments received for contracts in progress or completed, within the periods: 2018-2021)	Must meet requirements	N/A	N/A	Must meet requirement	Form FIN 1
2.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets minimum amount shall be (Six Hundred Thousand United States Dollars (US\$600,000) equivalent to One Hundred and twenty five million, one hundred thousand Guyana Dollars (G\$125,100,000) unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payment to meet:	Must meet requirements	N/A	N/A	Must meet requirement	Form FIN 1 Form CCC

(i) the following cash-flow requirements: USD 100,000 per month (ii) the overall cash flow requirement for its current Works commitment. (iii) letter of credit from a commercial bank of 30% of bid price					
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	2.4 Experience					
	Requirement	Single Entity	Bidder			Documentation required
			Joint Venture, Consortium or Association			
			All members combined	Each member	At least one member	
2.4.1 General Experience	Experience under contracts in the role of Contractor/Bidder, subcontractor/Bidder, or management Contractor/Bidder within the periods: 2018-2022) prior to the application submission deadline, and with activity in at least five (5) months in any three (3) consecutive years.	Must meet requirement	N/A	Must meet requirement		Form EXP-2.4.1
2.4.2 Specific Experience	(a) Participation as Contractor/Bidder, management Contractor/Bidder, or subcontractor/Bidder, in at least two (2) contracts successfully completed within the periods: 2018-2022, each with a value of at least USD 1,000,000, that has been successfully completed and that are similar to the proposed solar PV plant. The similarity shall be based on the physical size, complexity, methods/technology or other Characteristics as described in Section	Must meet requirement	N/A	N/A	Must meet requirements	Form EXP 2.4.2 (a)

	III(7), Works requirements (technical proposal).					
2.4.2 Specific Experience	(b) The contracts stipulated in 2.4.2 (a) must include all the following key activities: 1. Design and engineering of solar PV plant with battery energy storage system 2. Procurement, Construction/installation and commissioning of solar PV plant with battery energy storage system.	Must meet requirements	N/A	N/A	Must meet requirements	Form EXP 2.4.2 (a)
2.4.2 Specific Experience	(c) The bidder must demonstrate to have at least 2 years of experience in the technical support of solar PV system with battery energy storage system	Must meet requirements	N/A	N/A	Must meet requirements	Form EXP 2.4.2 (a)

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 Experience (years)	Experience in Similar Works (years)
1	Project Manager	8	4
2	Operations and Maintenance Engineer	5	3
3	PV Power Systems Specialist	5	3
4	Electrical Engineer specialized in interconnection	8	4
5	Solar PV Design Engineer	8	4
6	License Installers/Electricians	5	4

The Bidder shall provide details of the proposed personnel for each position identified in the above table and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms.

2.6 Subcontractors/Manufacturers

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

Description of Item Minimum Criteria to be met: Civil Works

The subcontractor shall have experience in not less than three projects which provided for the supply and installation/construction of civil structures including concrete and steel works to accommodate the placement of electrical equipment and wiring in accordance to IEC, ASTM and NEC standards.

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

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

Section IV. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

Note: The expression “Bank” used in these documents includes the IDB, MIF and any other fund it administers.

Depending on the financing source, the user must select one of the following 2 options for item number 1). The financing can come from the IDB, the Multilateral Investment Fund (MIF) or, occasionally, contracts may be financed out of special funds which further restricts eligibility criteria to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein:

1) List of Member Countries when the Inter-American Development Bank is financing:

Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People's Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela..

Eligible Territories

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands
- d) Hong Kong – as a Special Administrative Region of the People's Republic of China

1) List of Countries when a Fund administered by the Bank is financing

(Include the list of countries)

2) Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

A) Nationality.

a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:

- i. is a citizen of a member country; or
- ii. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.

b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

- i. is legally constituted or incorporated under the laws of a member country of the Bank; and
- ii. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

B) Origin of Goods.

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

Section III. Evaluation and Qualification Criteria

C) Origin of Services.

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

1. Contractor's Letter of Bid

[The Bidder shall fill in and submit this form with the Bid. If the Bidder objects to the Adjudicator proposed by the Contracting Agency in the Bidding Documents, it should so state in its Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with ITB Clause 37.]

[date]

Identification No and Title of Contract: **Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System & Transmission Line at Leguan**

Identification Number: 004/GY-L1066/GEA/2023

To: *Guyana Energy Agency*

- (a) **Conformity:** Having examined the Bidding Documents, including addenda *[insert list]*, we offer to execute the *[name and identification number of Contract]* in accordance with the GCC accompanying this Bid for the Contract Price of *[insert amount in numbers]*, *[insert amount in words]* *[insert name of currency]*.
- (b) **Total price:** The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: <i>[insert number of local currency units per unit of foreign currency]</i>	Inputs for which foreign currency is required
(a)			
(b)			
(c)			
(d)			

- (c) **Advance Payment:** The advance payment required is:

Amount	Currency
(a)	
(b)	
(c)	
(d)	

Section III. Evaluation and Qualification Criteria

(d) **Adjudicator** :We accept the appointment of **Mr. Joel Trotman** as the Adjudicator.

[or]

We do not accept the appointment of **Mr. Joel Trotman** as the Adjudicator, and propose instead that [] be appointed as Adjudicator, whose daily fees and biographical data are attached.

- (e) **Binding Contract**: This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
- (f) **Not bound to Accept**: We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid Validity Declaration as required by the Bidding Documents and specified in the BDS.
- (g) **Bid Validity and Bid Security**: Our Bid shall be valid for a period specified in the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period; and if required, we comply with the Bid Security or Bid-Securing Declaration as required in the bidding document and specified in the BDS;
- (h) **Eligibility**: We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1. In the case that the works contract includes the supplying of goods and related services, we guarantee that these goods and related services will have their origin in any member country of the Bank;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, or under the Contracting Agency's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

We do not have any outstanding sanctions from the Bank or any other International Financial Institution.

- (i) **Suspension and Debarment**: We, our subcontractors and suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents), we have not been directors, officers or principal shareholders and agents of a company or entity:
 - (i) that has been declared ineligible by the Bank, or by another International Financial Institution (IFI) with which the Bank has subscribed an agreement for the reciprocal recognition of sanctions, in order to be awarded contracts financed by any of these in accordance with IAO 4.3;
 - (ii) that has been declared ineligible under the laws or official regulations of the Employer's country,
 - (iii) that has been declared ineligible pursuant to a decision of the United Nations Security Council, and
 - (iv) that has incurred in any Prohibited Practice or Fraud and Corruption;

(j) **Cooperation**: We will use our best efforts to assist the Bank in any investigation.

We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(k) Commissions, gratuities and fees: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

- (l) Prohibited Practices or Fraud and Corruption:** We, and our subcontractors or suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents) have read and understood the definitions of Fraud and Corruption or Prohibited Practices of the Bank and the sanctions applicable to acts as described in this document and we are obliged to observe the relevant norms. In addition, we commit ourselves that within the selection process (and in case of being awarded, in the execution) of the contract, to observe the laws on fraud and corruption, including bribery, applicable in the country of the Employer.

In addition, we, and our subcontractors or suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents) acknowledge that failure to comply with any of these statements is the basis for the imposition by the Bank of one or more of the measures described in IAO 3.1.

Our company, its parent company, its affiliates or subsidiaries, subcontractors or suppliers for any part of the contract (including, in all cases, directors, officers, principal shareholders, proposed key personnel and agents):

- (i) We have not been declared ineligible by the Bank, or by any other International Financial Institution (IFI) with which the Bank has signed an agreement for the reciprocal recognition of sanctions, so that we may be awarded contracts financed by any of them; and
- (ii) We have not engaged in any Prohibited Practice or Fraud and Corruption and have taken the necessary measures to ensure that no person acting for us or on our behalf participates in fraud and corruption or prohibited practices.

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Bidder: _____
 Address: _____

2. Qualification Information

[The information to be filled in by bidders in the following pages shall be used for purposes of qualification or for verification of prequalification as provided for in ITB Clause 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]

1. Firms or Members of JVCA	<p>1.1 Incorporation, constitution or legal status of Bidder: <i>[attach copy of document or letter of intent]</i></p> <p>Place of constitution or incorporation: <i>[insert]</i></p> <p>Principal place of business: <i>[insert]</i></p> <p>Power of attorney of signatory of Bid: <i>[attach]</i></p> <p>1.2 Annual amounts of construction works performed during the last <i>[insert number pursuant to BDS sub clause 4.5(a)]</i> years <i>[insert amounts in the national currency equivalent]</i></p> <p>1.3 Experience in works of a similar nature and size is in <i>[insert number of works and information specified in ITB sub-clause 5.3(c)]</i> <i>[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]</i></p>
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Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency equivalent)
(a)			
(b)			

	<p>1.4 The major items of Contractor's Equipment proposed for carrying out the Works are: <i>[List all information requested below in accordance with ITB Sub-Clause 5.3 (d).]</i></p>
--	--

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

	1.5 The qualifications and experience of key personnel proposed are attached. <i>[Attach biographical data in accordance with ITB Sub-Clause 5.3 (e). See also GCC Sub-Clause 9.1 and SCC Sub-Clause 9.1. Include the list of such staff in the following table]</i>
--	--

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager		Masters degree in Electrical Engineer/ Civil Engineer with a minimum of 8 years total work experience.	<i>Minimum 4 years experience as a project manager in similar work surroundings.</i>
Operations and Maintenance Engineer		5	3
PV Power Systems Specialist		5	3
Electrical Engineer specialized in interconnection		Electrical Engineer with a minimum 8 years experience specializing in interconnection	Minimum of 4 years relevant experience in similar work
Solar PV Design Engineer		8	4
License Installers/Electricians		5	4
Environmental, Health and Safety Officer		5	3

	<p>1.6 The financial reports for the periods: (2015-2020): balance sheets, profit and loss statements, auditors' reports, etc., that are attached in accordance with ITB Sub-clause 13.1 are: <i>[List below and attach copies.]</i></p> <p>1.7 The evidence of access to financial resources in accordance with Section III (c) - Evaluation and Qualification- Financial capacity is: <i>[List below and attach copies of support documents.]</i></p> <p>1.8 Authorization with name, address, telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Contracting Agency is attached in accordance with ITB 13.1 (3)(h). <i>[Attach authorization]</i></p> <p>1.9 The information on current litigation(s) in which the Bidder is involved is attached in accordance with ITB Sub-clause 13.1 (6) . <i>[insert information in the following table]</i></p> <p>1.10 <i>Declare works contracts that have been suspended or terminated by an Employer for reasons related to non-compliance with any environmental, social or safety requirements (including exploitation and sexual abuse (EAS) and gender violence (VBG)) or safety and health in the last five years.</i></p>
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Other part(y)(ies)	Cause of dispute and amount involved	Amount of award and awardee
(a)		
(b)		

Section III. Evaluation and Qualification Criteria

1.11 The proposed subcontracts and firms involved in accordance with ITB 5.3(j) are: *[Insert information in the table below. Also see GCC Clause 7 and SCC 7]*

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

	1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.
--	---

2. Joint Venture, Consortium or Association (JVCA)	<p>2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the JVCA.</p> <p>2.2 The information in 1.11 above shall be provided for the JVCA.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the JVCA.</p> <p>2.4 Attach the Agreement among all partners of the JVCA (and which is legally binding on all partners), which shows that:</p> <ul style="list-style-type: none">(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JVCA; and(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. Additional Requirements	<p>3.1 Bidders should provide any additional information required in the BDS.</p>

3. Form ESSH- MSIP
Environmental, Social, Safety and Health Management
Strategies and Implementation Plans

[Note to the Employer: modify the text as appropriate for the Project]

The Bidder shall submit complete and concise Environmental, Social, Safety and Health Management Strategies and Plans to Implement (ESSH-MSIP).

These strategies and plans shall describe in detail the actions, materials, equipment, management procedures, etc. that shall be implemented by the Contractor and subcontractors to implement the works.

In preparing these strategies and plans, the Bidder shall take into account the contract ESSH stipulations, including the ones described in more details in Section VII, "Specifications & Performance Requirements."

3. Code of Conduct Standards

Environmental, Social, Safety and Health Code of Conduct

[Note to the Employer: modify the text to refer to the appropriate documents]

Bidders must demonstrate they have Code of Conduct standards that shall be applied to the Contractor's employees and subcontractors. The standards of conduct shall guarantee compliance with ESSH contract provisions, including those described in more details in Section VII, "Specifications & Performance Requirements."

Moreover, the Bidder shall have to present a plan on how the standards of conduct shall be implemented. This shall include: how it shall be introduced in the labor contracts, what training shall be provided, how it shall be monitored and how the Contractor shall address these violations.

Letter of Acceptance
[letterhead paper of the Contracting Agency]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 34 and 35. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the Bank required under the Loan Agreement.]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the Contract Price of the equivalent²⁸ of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified²⁹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

[insert one of the following (a) or (b) options]

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.³⁰
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 37.1.³¹

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Agreement

²⁸ Delete "of the equivalent" if the Contract Price is expressed wholly in one currency.

²⁹ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

³⁰ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Contracting Agency in the Instructions to Bidders, and has accordingly offered another candidate.

³¹ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Contracting Agency in the ITB, has accordingly offered another candidate, and the Contracting Agency does not accept the counterproposal.

Agreement

[The Agreement shall incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB Clause 28), price adjustment during the evaluation process (ITB Sub-Clause 16.3, selection of an alternative offer (ITB Clause 18), acceptable deviations (ITB Clause 27), or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.]

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Contracting Agency]* (hereinafter called "the Contracting Agency") and *[insert name and address of Contractor]* (hereinafter called "the Contractor") of the other part.

Whereas the Contracting Agency is desirous that the Contractor execute *[insert name and identification number of Contract]* (hereinafter called "the Works") and the Contracting Agency has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Contracting Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Agency to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Contracting Agency hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have signed this Agreement to be executed the day and year first before written.

The Common Seal of *[Witness entity]* _____
was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____
in the presence of: _____

Binding Signature of Contracting Agency *[signature of an authorized representative of the Contracting Agency]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor]*

Schedules of Rates and Prices

Schedule No. 1. Work Package 1: Plant and Mandatory Spare Parts

Solar Plant at Leguan(Bidders are required to bid for 100% of the schedule)

Item	Description	Code	Qty	Unit Price	Total Price
1	<p>Delivery of electrical equipment for 0.60MWp Solar plant for Leguan(including 30 minutes battery energy storage system);</p> <ul style="list-style-type: none"> - PV modules - Combiner boxes (incl. string monitoring) - Inverter-charger units - Battery station - Step up Transformer - AC balance of plant (distribution boards and switchgear, copper conductor power cables) - Protection system - Grounding system - Lightning arrestor system - DC cables and accessories - LV power cables and accessories - Secondary cables and accessories - Metering & protection panels - LV panels - DC panels - Auxiliary power system - SCADA - EMS - Miscellaneous - Installation of electrical equipment - Testing and Commissioning 				

	of Solar plant (including battery storage) - Operation and Maintenance Training				
2	Civil Works; - Site Clearance and land preparation - Supporting structures - Auxiliary structures and foundations - Cable trenches - Miscellaneous				
TOTAL (Grand Summary)					
					Name of Bidder
					Signature of Bidder

Schedule No. 2. Work Package 2: Transmission Line & Line Hardware

Solar Plant at Leguan(Bidders are required to bid for 100% of the schedule)

Item	Scope	Description	Qty	Unit Price	Total Price
1	Distribution Voltage Upgrade	100kVA Transformer Structure	3		
		25kVA & 50kVA Transformer Structure	41		
		Poles	14		
		Rural Cutout/LA Arrestor, Combination Type (100amp) 15kV Class - incl Earth	4		
		Stub	44		
		Earth Sets	88		
		Transformer, 10KVA 11kV - 13.8 kV 120/240V	2		
		Transformer, 15KVA 11kV - 13.8 kV 120/240V	4		
		Transformer, 25KVA 11kV - 13.8 kV 120/240V	27		
		Transformer, 37.5KVA 11kV - 13.8 kV 120/240V	3		
		Transformer, 50KVA 11kV - 13.8 kV 120/240V	13		
		Transformer, 75KVA 11kV - 13.8 kV 120/240V	3		
		Additional cost of poles	14		
		Dismantling of primary structures	14		
		Removal of pole	14		
2	Interconnection	25kVA & 50kVA Transformer Structure	1		
		3 Wire Primary Intermediate or	9		

Section III. Evaluation and Qualification Criteria

		Light Angle Structure			
		3 Wire Primary Heavy Angle Structure	3		
		Poles - 14 meter wallaba	11		
		Transformer, 50KVA 11kV - 13.8 kV 120/240V	1		
		Switches, Ganged Air Break (GOAB) - incl Earth	1		
		Metres of Aluminum Conductor 336.4 MCM, Tulip	3720		
		Complete Guy Sets	6		
		Overhead Guy Set complete	2		
		Earth Sets	4		
		Additional cost of poles	11		
		Removal of Bad Poles	2		
		Trim trees	1		
		13.5m Reinforced concrete poles	7		
		Reinforced precast concrete Cross arms	7		
3	Power Plant Upgrade	Rural Cutout/LA Arrestor, Combination Type (100amp) 15kV Class - incl Earth	6		
		Switches, Ganged Air Break (GOAB) - incl Earth	2		
		Switches, Single Pole Disconnect 600 A (SPD) - incl Earth	9		
		13.5m Reinforced concrete poles	5		
		Precast concrete crossarms	8		
		Stand Off Insulators	3		
		Outdoor Termination Kits	6		
		3 x 35mmsq XLPE MV cable (non armored)	90		
		Supply and installation of 2kV Class single core 535.3 MCM EPDM/CPE Non-armored Cables (inclusive of lugs at both ends)	5		
		Transformer Plinth (82" x 82")	3		
		5/8" x 16" Machine Bolt	16		
		5/8" round washer	32		
		Dismantling of primary structure	2		
		Removal of poles	2		
		750kVA, 13.8kV- 480V 3ph Pad mounte trafo's	3		
		Bolts and Nuts	18		
		Lugs (Copper)	18		
		Propane Gas (1lb handheld cylinder)	6		

		Supply and installation of 630 Amp - 13.8 kV Auto Recloser including but not limited to Control Cabinet with Relays, Communication module and other necessary equipment for effective and reliable operation. Equipment must be compatible for smart grid integration	1		
4	Labour				
5	Transportation				
TOTAL (Grand Summary)					
			Name of Bidder		
			Signature of Bidder		

Notes:

1. The Bidder/contractor shall include all transportation costs.
2. The Bidder is required to send a cost breakdown for Work Package 1 as per Annex 8. The total shall match the total stated in this schedule number 1.
3. The costs shall comply with the specifications of the following Annexes:
 - **Annex 1: Leguan 0.6MWp Solar Plant Technical specifications**
 - **Annex 2: Leguan Transmission Line Technical Specifications**
 - **Annex 1.1: Leguan Hourly Load 2022-2021**
 - **Annex 1.2: Leguan of Genset Specifications**
 - **Annex 1.3: Leguan of Genset Controllers Specification**
 - **Annex 1.4a: Leguan Diesel Plant Site Layout Proposed**
 - **Annex 1.4b: Leguan Diesel Plant SLD-Existing**
 - **Annex 1.4c: Leguan Diesel Plant SLD-Proposed**
 - **Annex 1.5: Leguan Solar PV Farm Proposed Layout**
 - **Annex 1.6: Leguan Solar PV Farm Interconnecting Line**
 - **Annex 3: GPL National Grid Code**
 - **Annex 4: Occupational Safety and Health Act of Guyana**
 - **Annex 5: Environmental and Social Analysis Report**
 - **Annex 6: Leguan Solar PV Site Geotechnical Report**
 - **Annex 7: Leguan Solar PV Site Flood and Costal Erosion Risk Report**
 - **Annex 8: EPC and whole life cost breakdown**
 - **Annex 9- DISASTER RISK MANAGEMENT PLAN LEGUAN SOLAR PV FARM CONSULTANCY FOR THE DEVELOPMENT OF DRMP AND EMERGENCY RESPOSNE PLAN FOR SOLAR PV FARM AT LEGUAN, GUYANA**
 - **Annex 10: EMERGENCY RESPONSE PLAN LEGUAN SOLAR PV FARM**
 - **Annex 11: Surveying Report - Topographic Surveys at Plantation Oakum -Leguan Solar Farm**

Section III. Evaluation and Qualification Criteria

Country of Origin Declaration Form

Item	Description	Code	Country

Bidders shall enter a code representing the country of origin of all imported plant and equipment. Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies.

Recommended Spare Parts

Item	Description	Code	Qty	Unit Price CIF or CIP	Total Price
TOTAL (Grand Summary)					
					Name of Bidder
					Signature of Bidder

Technical Proposal

The Submission shall include different technical proposal for each lot. Each proposal shall have a technical report with the following information:

1. Site Organization. This information shall include the proposed staff organization chart and description of all the staff responsibilities.
2. Method Statement. The Contractor/Bidder shall describe how the works will be carried out.
3. Schedule. The Contractor/Bidder shall provide their proposed timeline to complete all works and services. In case of EPC proposal, the plan shall include timeline from design to commissioning. In case of O&M the timeline shall include the preventive maintenance schedule.
4. Plant Equipment. The Contractor/Bidder shall provide bill of quantities of all equipment with the information of the manufacture, model and quantity. The bill of quantities shall include the spare parts provided. The following information must be attached:
 - a. Manufacture data sheets of main equipment, to include PV module, junction box, PV inverter, AC cable, battery, battery inverter, transformer, DC cable, AC cable, switch, electrical protection and grounding system.
 - b. Test certificate for PV modules.
 - c. Performance I-V curves of PV modules in the function of different irradiances and cell operating temperatures.
 - d. Guaranteed power performance curve of PV panels over the expected service life of 25 years (standard or linear).
 - e. Battery life curve, showing the depth of discharge vs a number of cycling.
 - f. Battery capacity, AC power and AC round-trip efficiency at different discharge times: 30min and 4h.
 - g. Battery warranty certificate
5. Personnel. The list of people and their CV shall be submitted using the form PER-1 and PER-2 as per bidding documents.
6. Proposed Subcontractor. The Contractor/Bidder shall provide information of the subcontractor to be used that guarantee the subcontractor and their personnel meet the requirements of this specification and the bidding documents.
7. List of similar projects. The Contractor/Bidder shall submit a list of two or more projects successfully completed and that are similar to the proposed solar PV plant within the periods: 2018-2022, each with a value of at least USD 1,000,000. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in this technical specification. The list shall include the following information for each of the sites:

- a. Site information: name, address and point of contact (phone and address),
 - b. power of PV,
 - c. nominal AC power of battery and time the battery can provide the AC power,
 - d. year of installation,
 - e. years in operation,
 - f. involvement of Contractor/Bidder in the installation.
8. Calculation of Energy Generated. The Contractor/Bidder shall provide a calculation of the minimum energy generated by the Solar PV system, with a list of inputs used and an explanation of assumptions used in the calculation
9. Quality Control Plan.
10. Health and Safety assessment with risk identification and mitigation measures.
11. Drawings. The Contractor/Bidder shall submit the following drawings:
 - a. Solar plant layout with dimensions (SI units).
 - b. Line diagram.
12. Economic proposal submission.
 - Proposed EPC cost breakdown for Work Package 1 as per Annex 8: EPC and Whole life cost breakdown.
 - In order to evaluate the life cost of the system, the Contractor/Bidder shall submit in the bid:
 - a list of spare parts and consumables used to ensure the 25 continuous years of normal operation. The amount and spare parts shall be based on normal experience, a reference to existing installation should be given. The list should include a price breakdown of all material per year. Prices shall include transport and installation cost.
 - Estimated breakdown cost during the Decommission phase as per Environmental and Social Management Plan (ESMP).

Equipment Form EQU

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.

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

Omit the following information for equipment owned by the Bidder.

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

Personnel

Form PER -1

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

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

*As listed in Section III.

Name of Bidder	Bid Price	Bid Date	Bid Time	Bid Location

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Contract.

[illegible]

Proposed Subcontractors for Major Items of Plant and Installation Services

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

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

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

Form CCC

Current Contract Commitments / Works in Progress

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

Name of contract	Contracting Agency, 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 – 3.1

Financial Situation**Historical Financial Performance**

Bidder's Legal Name: _____

Date: _____

JVA Member Legal Name: _____

ICB No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JVA, by each member

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

Section III. Evaluation and Qualification Criteria

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

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

Form FIN – 3.2**Average Annual Turnover**

Bidder's Legal Name: _____

Date: _____

JVA Member Legal Name: _____

ICB No.: _____

Page _____ of _____ pages

Annual turnover data (construction only)		
Year	Amount and Currency	US\$ equivalent
Average Annual Construction Turnover*		

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

Form FIN 3.3

Financial Resources

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

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Form EXP 2.4.1**Experience - General Experience**

Bidder's Legal Name: _____ Date: _____

JVA Member Legal Name: _____ ICB No.: _____

Page _____ of _____ pages

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 Contracting Agency: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Contracting Agency: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Contracting Agency: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Contracting Agency: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Contracting Agency: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Contracting Agency: Address:	

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form EXP – 2.4.2(a)
Specific Experience

Bidder's Legal Name: _____ Date: _____
 JVA Member Legal Name: _____ ICB No.: _____
 Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	Information		
Contract Identification			
Award date			
Completion date			
Role in Contract	D Contractor	D Management Contractor	D Subcontractor
Total contract amount			US\$ _____
If member in a JVA or subcontractor, specify participation of total contract amount	_____ %		US\$ _____
Contracting Agency's Name:			
Address:	_____ _____ _____		
Telephone/fax number: E-mail:	_____ _____		

Form EXP – 2.4.2(a) (cont.)
Specific Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages
JVA Member Legal Name: _____

Similar Contract No. [insert specific number] of [total number of contracts]	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

Form EXP – 2.4.2(b)

Specific Experience in Key Activities

Bidder's _____ Legal _____ Name: _____ Date: _____
 JVA _____ Member _____ Legal _____ Name: _____ ICB No.: _____
 Subcontractor's Legal Name: _____ Page _____ of _____ pages

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	D Contractor	D Management Contractor	D Subcontractor
Total contract amount	_____		US\$ _____
If member in a JVA or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Contracting Agency's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number: E-mail:	_____ _____		

Form EXP – 2.4.2 (b)(cont.)**Specific Experience in Key Activities (cont.)**

Bidder's Legal Name: _____ Page _____ of _____ pages
JVA Member Legal Name: _____
Subcontractor's Legal Name: _____

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III:	

Form of Bid Security (Bank Guarantee)

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) 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 Contracting Agency 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 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

Manufacturer's Authorization

Date: _____

ICB No.: _____

To: _____

WHEREAS

We _____, *who* are official manufacturers of _____, having _____ factories at _____, do hereby authorize _____ to submit a bid the purpose of which is to provide the following goods, manufactured by us, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions, with respect to the goods offered by the above firm.

Signed: _____

Name: _____

Title: _____

Duly authorized to sign this Authorization on behalf of:

Dated on _____ day of _____, _____

Form FIN-1

Financial Resources

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

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Form of Bid Security

(Bank Guarantee)

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

Beneficiary: _____ *[Name and Address of Contracting Agency]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ *[name of the Bidder]*
(hereinafter called "the Bidder") has submitted to you its bid dated _____
(hereinafter called "the Bid") for the execution of _____ *[name of contract]*
under Invitation for Bids No. _____ ("the IFB").

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 Contracting Agency 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. 758.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Section VI. General Conditions of Contract

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

The form of General Conditions of Contract that follows has 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 form can be used directly for smaller admeasurement contracts and, with the modifications noted in the footnotes, it can be adapted for lump sum contracts.

The use of standard General Conditions of Contract (GCC) for building and civil works in a country shall promote comprehensiveness of coverage, general acceptability of its provisions, savings in cost and time in Bid preparation and review, and the development of a solid background of legal case histories.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Adjudicator** is the person appointed jointly by the Contracting Agency and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
- (b) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (c) **Compensation Events** are those defined in GCC Clause 44 hereunder.
- (d) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (e) The **Contract** is the Contract between the Contracting Agency and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.
- (f) The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Contracting Agency.
- (g) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Contracting Agency.
- (h) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- (i) **Days** are calendar days; months are calendar months.
- (j) **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.
- (k) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (l) The **Defects Liability Certificate** is the certificate issued

by Project Manager upon correction of defects by the Contractor.

- (m) The **Defects Liability Period** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.
- (n) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (o) The **Contracting Agency** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (p) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (q) The **Initial Contract Price** is the Contract Price listed in the Contracting Agency's Letter of Acceptance.
- (r) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (s) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (t) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (u) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Contracting Agency 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.
- (v) **SCC** means Special Conditions of Contract
- (w) The **Site** is the area **defined as such in the SCC**.
- (x) **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.
- (y) **Specification** means the Specification of the Works

included in the Contract and any modification or addition made or approved by the Project Manager.

- (z) The **Start Date** is **given in the SCC**. 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.
- (aa) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (bb) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (cc) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (dd) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Contracting Agency, **as defined in the SCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, singular also means plural, male also means female, and the other way around. 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 SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,

-
- (g) Drawings,
 - (h) Bill of Quantities,³² and
 - (i) any other document **listed in the SCC** 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 SCC**.
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Contracting Agency and the Contractor in the role representing the Contracting Agency.
- 5. Delegation** 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel 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 Contracting Agency 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 Contracting Agency between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Contracting Agency may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.
- 9. Personnel** 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the Project Manager asks the Contractor to remove a person

³² In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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

10. Contracting Agency's and Contractor's Risks

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

11. Contracting Agency's Risks

11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Contracting Agency'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 Contracting Agency 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 Contracting Agency or in the Contracting Agency's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Contracting Agency'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 a Contracting Agency'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 Correction 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 Contracting

Agency's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Contracting Agency 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 SCC** 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 Contracting Agency may effect the insurance which the Contractor should have provided and recover the premiums the Contracting Agency 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 Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports **referred to in the SCC**, supplemented by any information available to the Bidder.

15. Queries about the Special Conditions of Contract

15.1 The Project Manager shall clarify queries on the **SCC**.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended Completion Date	17.1 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.
18. Approval by the Project Manager	<p>18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>18.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>18.5 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.</p>
19. Safety	19.1 The Contractor shall be responsible for the safety of all activities on the Site.
20. Discoveries	20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Contracting Agency. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
21. Possession of the Site	21.1 The Contracting Agency 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 SCC , the Contracting Agency shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
22. Access to the Site	22.1 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.
23. Instructions, Inspections and Audits	<p>23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>23.2 The Contractor shall permit the Bank to inspect their accounts,</p>

records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Contractor shall maintain all documents and records related to the Bank-financed project for seven (7) years after completion of the work. The Contractor shall deliver any document necessary for the investigation of allegations of prohibited practices and require to employees or agents with knowledge of the Bank-financed project to respond to questions from the Bank.

- 24. Disputes** 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 25. Procedure for Disputes** 25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2 The Adjudicator shall be paid by the hour at the **rate specified in the BDS and SCC**, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Contracting Agency and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the SCC**.
- 26. Replacement of Adjudicator** 26.1 Should the Adjudicator resign or die, or should the Contracting Agency 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 Contracting Agency and the Contractor. In case of disagreement between the Contracting Agency and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

B. Time Control

- 27. Program** 27.1 Within the time **stated in the SCC**, 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.

27.2 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.

27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** 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.

27.4 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.

**28. Extension of
the Intended
Completion
Date**

28.1 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.

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

29. Acceleration

29.1 When the Contracting Agency 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 Contracting Agency accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Contracting Agency and the Contractor.

29.2 If the Contractor's priced proposals for an acceleration are accepted by the Contracting Agency, they are incorporated in the

Contract Price and treated as a Variation.

- 30. Delays Ordered by the Project Manager** 30.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 31. Management Meetings** 31.1 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.
- 31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Contracting Agency. 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.
- 32. Early Warning** 32.1 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.
- 32.2 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

- 33. Identifying Defects** 33.1 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.
- 34. Tests** 34.1 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.

- 35. Correction of Defects**
- 35.1 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 SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 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.
- 36. Uncorrected Defects**
- 36.1 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

- 37. Bill of Quantities³³**
- 37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 38. Changes in the Quantities³⁴**
- 38.1 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.
- 38.2 The Project Manager shall not adjust rates from changes in

³³ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule," and replace GCC Sub-Clauses 37.1 and 37.2, as follows:

37.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be coordinated with the activities on the Program.

37.2 The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately.

³⁴ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule," and replace entire GCC Clause 38 with new GCC Sub-Clause 38.1, as follows:

38.1 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.

quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Contracting Agency.

38.3 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.

39. Variations 39.1 All Variations shall be included in updated Programs³⁵ produced by the Contractor.

40. Payments for Variations 40.1 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, before the Variation is ordered.

40.2 If the work in the Variation corresponds with 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 38.1 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.³⁶

40.3 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.

40.4 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.

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

41. Cash Flow Forecasts 41.1 When the Program³⁷ 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

³⁵ In lump sum contracts, add "and Activity Schedules" after "Programs."

³⁶ In lump sum contracts, delete this paragraph.

³⁷ In lump sum contracts, add "or Activity Schedule" after "Program."

Contract, converted as necessary using the Contract exchange rates.

**42. Payment
Certificates**

- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities that have been completed.³⁸
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 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.

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Contracting Agency shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Contracting Agency 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.
- 43.2 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.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the

³⁸ *In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."*

Contract Price.

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

**44. Compensation
Events**

44.1 The following shall be Compensation Events:

- (a) The Contracting Agency does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.
- (b) The Contracting Agency 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 work done, 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 Contracting Agency, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Contracting Agency do 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 Contracting Agency's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

44.2 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.

44.3 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.

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

45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

46. Currencies

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

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. 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:

$$P_c = A_c + B_c (I_{mc}/I_{oc})$$

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 coefficients³⁹ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

47.2 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.

48. Retention

48.1 The Contracting Agency shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.

48.2 On completion of the whole of the Works and the Project Manager certification of completion of the works according to GCC Sub-Clause 55.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole Works and the Project Manager certification of completion of the works according to GCC Sub-Clause 55.1, the Contractor may substitute retention money with an “on demand” Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Contracting Agency at the rate per day **stated in the SCC** 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 SCC**. The Contracting Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s

³⁹ *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_c , 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 are added to the Contract Price.*

liabilities.

49.2 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 43.1.

50. Bonus

50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** 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.

51. Advance Payment

51.1 The Contracting Agency shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Contracting Agency in amounts and currencies equal to the advance payment.

51.2 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.

51.3 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.

51.4 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.

52. Securities

52.1 The Performance Security shall be provided to the Contracting Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the**

SCC, by a bank or surety acceptable to the Contracting Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days later than the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year later than the date of issue of the Completion Certificate in the case of a Performance Bond.

53. Daywork

- 53.1 If applicable, the Daywork rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 53.2 All work to be paid for as Daywork 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.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

54. Cost of Repairs

- 54.1 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

55. Completion

- 55.1 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 work is completed.

56. Taking Over

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

57. Final Account

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

shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

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

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

59. Termination

59.1 The Contracting Agency or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current 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 28 days;
- (c) the Contracting Agency 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 Contracting Agency to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**;
- (h) if the Contractor, in the judgment of the Contracting

Agency has engaged in prohibited practices in competing for or in executing the Contract, as established in the Policies of the Inter-American Development Bank, indicated in Clause 60 of these GCC.

59.3 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 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Contracting Agency may terminate the Contract for convenience at any time.

59.5 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.

60. Fraud and corruption
[exclusive clause for loan agreements signed under policy GN-2349-7]

60.1 The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed project including, *inter alia*, bidders, suppliers, contractors, consultants and concessionaries (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which they have knowledge or become aware both, during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions set forth below involve the most common types of fraud and corruption but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Bank shall in all cases proceed with the established procedure referred to in Clause 60.1 (c).

(i) The Bank defines, for the purposes of this provision, the terms set forth below:

(a) A *corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(b) A *fraudulent practice* is any act or omission, including a misrepresentation, that knowingly or

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (c) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and
 - (d) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (ii) If the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-financed project including, *inter alia*, borrowers, bidders, suppliers, contractors, subcontractors, consultant and concessionaires, executing agencies or contracting agencies (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:
- (a) decide not to finance any proposal to award a contract or a contract awarded for works, goods, and related services financed by the Bank;
 - (b) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
 - (c) cancel and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the borrowing country's legislation;
 - (d) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
 - (e) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated

period of time, to be awarded or participate in contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;

(f) refer the matter to appropriate law enforcement authorities; and/or

(g) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement to the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.

(iii) The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available at the Bank's website (www.iadb.org), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriated investigation. Allegations may be presented confidentially or anonymously.

(iv) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this Clause 60.1

(v) The imposition of any action to be taken by the Bank pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Bank.

60.2 The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, consultants and concessionaires to permit the Bank to inspect their accounts and records and any other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, consultants and concessionaires to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation

of allegations of fraud or corruption and make available to the Bank the employees or agents of the Bidders, suppliers, contractors, subcontractors, consultants or concessionaires with knowledge of the Bank-financed project to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the review or audit of the documents. If the Bidder, supplier, contractor, subcontractor, consultant or concessionaire fails to comply with the Bank's request, or otherwise obstruct the Bank's review of the matter, the Bank, in its sole discretion, may take appropriate action against the Bidder, supplier, contractor, subcontractor, consultant or concessionaire.

60.3 Bidders shall represent and warrant:

- (a) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to abide by the applicable rules;
- (b) that they have not engaged in any violation of policies on fraud and corruption described herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
- (d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or consulting agreement have been disclosed;
- (g) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in Clause 60.1 (b).

60. Prohibited Practices
[exclusive clause for loan agreements signed under policy GN-2349-9]

60.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, *inter alia*, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank⁴⁰ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

(a) The Bank defines, for the purposes of this provision, the terms set forth below:

- (i) A "*corrupt practice*" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A "*fraudulent practice*" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) A "*coercive practice*" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) A "*collusive practice*" is an arrangement between two or more parties designed to achieve an improper

⁴⁰ Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

purpose, including influencing improperly the actions of another party; and

(v) An “*obstructive practice*” which is:

a.a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b.b. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 60.1 (f) below.

(b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, *inter alia*, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

(i) not finance any proposal to award a contract for works, goods or services, and consulting services;

(ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;

(iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of

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- a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
- (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated⁴¹ sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 60.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
 - (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
 - (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees,

⁴¹ A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term "sanction" shall mean any debarment, conditions on future contracting or any publicly disclosed action taken in response to a violation of an IFI's applicable framework for addressing allegations of Prohibited Practices.

(f) The Bank requires that all applicants bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

(g) If the procures goods or services, works or consulting

services directly from a specialized agency, all provisions under section 60 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

60.2 By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been

declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;

(f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;

(g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 60.1 (b).

61. Payment upon Termination

61.1 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 SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Contracting Agency exceeds any payment due to the Contractor, the difference shall be a debt payable to the Contracting Agency.

61.2 If the Contract is terminated for the Contracting Agency's convenience or because of a fundamental breach of Contract by the Contracting Agency, 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.

62. Property

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

63. Release from Performance

63.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Contracting Agency 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.

**64. Payment's
Suspension of
Bank Loan**

64.1 In the event that the Bank suspends the Loan or Credit to the Contracting Agency, from which part of the payments to the Contractor are being made:

- (a) The Contracting Agency is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

65. Eligibility

65.1 The Contractor and its Subcontractors shall have the nationality of a Bank's member country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements:

- (a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:

- (i) is a citizen of a member country; or
- (ii) has established his/her domicile in a member country as a "bona fide" resident and is legally entitled to work in the country of domicile.

- (a) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

- (i) is legally constituted or incorporated under the laws of a member country of the Bank; and
- (ii) more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

65.2 All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

65.3 All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank's member country. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly

another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

Section VII. Special Conditions of Contract

Except where otherwise indicated, all SCC should be filled in by the Contracting Agency prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Contracting Agency should be annexed.

A. General	
GCC 1.1 (m)	The Defects Liability Period is <i>12 calendar months from the completion date</i>
GCC 1.1 (o)	The Contracting Agency is <i>Guyana Energy Agency</i> .
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be <i>330 calendar days from the date the commencement orders are issued</i> .
GCC 1.1 (u)	The Project Manager is: Mfon Akpan 295 Quamina Street South Cummingsburg Georgetown, Guyana
GCC 1.1 (w)	The Site is located at Leguan and is defined in drawings No. <i>[Annex 1.5]</i>
GCC 1.1 (z)	The Start Date shall be <i>five (5) working days after commencement order</i> .
GCC 1.1 (dd)	The Works consist of <i>Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System & Transmission Line at Leguan as follows:</i> <i>Works are for Engineering, Procurement, Construction & Installation, Commissioning and Turn-key Delivery of a Solar PV Power Plant including Battery Energy Storage System & Transmission Line at Leguan.</i>
GCC 2.2	Sectional Completions with different completion date to the completion date

	for the whole works are: <i>Not Applicable</i>
GCC 2.3	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> • Annex 1: Leguan 0.6MWp Solar Plant Technical specifications • Annex 2: Leguan Transmission Line Technical Specifications • Annex 1.1: Leguan Hourly Load 2022-2021 • Annex 1.2: Leguan of Genset Specifications • Annex 1.3: Leguan of Genset Controllers Specification • Annex 1.4a: Leguan Diesel Plant Site Layout Proposed • Annex 1.4b: Leguan Diesel Plant SLD-Existing • Annex 1.4c: Leguan Diesel Plant SLD-Proposed • Annex 1.5: Leguan Solar PV Farm Proposed Layout • Annex 1.6: Leguan Solar PV Farm Interconnecting Line • Annex 3: GPL National Grid Code • Annex 4: Occupational Safety and Health Act of Guyana • Annex 5: Environmental and Social Analysis Report • Annex 6: Leguan Solar PV Site Geotechnical Report • Annex 7: Leguan Solar PV Site Flood and Costal Erosion Risk Report • Annex 8: EPC and whole life cost breakdown • Annex 9- DISASTER RISK MANAGEMENT PLAN LEGUAN SOLAR PV FARM CONSULTANCY FOR THE DEVELOPMENT OF DRMP AND EMERGENCY RESPOSNE PLAN FOR SOLAR PV FARM AT LEGUAN, GUYANA • Annex 10: EMERGENCY RESPONSE PLAN LEGUAN SOLAR PV FARM • Annex 11: Surveying Report - Topographic Surveys at Plantation Oakum -Leguan Solar Farm
GCC 3.1	<p>The language of the contract is <i>English</i>.</p> <p>The law that applies to the Contract is the Law of <i>Guyana</i>.</p>
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 9.1	<p>Key Personnel:</p> <ol style="list-style-type: none"> 1.Project Manager, 2.Operations and Maintenance Engineer, 3.PV Power System Specialist, 4.Electrical Engineer specialized in interconnection

	<p>5.Solar PV Design Engineer</p> <p>6.Licence Installers/Electricians</p> <p>7. Environmental, Health and Safety Officer</p> <p>Personnel designated for each role must be clearly represented in the bid submission</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: G\$6,000,000</p> <p>(b) For loss or damage to Equipment: G\$2,000,000</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract G\$2,000,000</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: G\$2,500,000 (each instance).</p> <p>(ii) of other people: G\$2,500,000 (each instance).</p>
GCC 13.2	<p>Labor and Working Conditions: As established in Section V. Bidding Forms, the Environmental and Social Management Plan (ESMP) is to be submitted by the Contractor for the approval of the Employer before the start of civil works and proceeding with purchase orders. This ESMP must include a labor assessment to identify measures to assess, prevent, mitigate and continuously monitor any Labor and Working Conditions risks and impacts to workers directly engaged by the contractor, subcontractors and primary suppliers of polysilicon solar panels.</p> <p>If the assessment identifies inadequate labor and working conditions as defined by the ILO Core Labor Standards in any of the Contractor's subcontractors and primary suppliers of polysilicon solar panels that cannot be avoided or mitigated, the Contractor will shift its primary suppliers to suppliers that can demonstrate adequate Labor and Working Conditions and comply with the specifications of the technical offer. The Employer reserves the right to approve these changes based on the documentation provided and its own analysis.</p> <p>The Contractor must provide a declaration from the Manufacturer(s) of all PV Modules supplied for the Project declaring the Manufacturer's provision of adequate Labor and Working Conditions as defined by the ILO Core Labor standards, particularly ensuring there are no violations linked to forced labor, child labor, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime.</p>

GCC 14.1	Site Investigation Reports: The Contractor shall comply with the Environmental and Social Analysis Report prepared for Solar PV Farm in Leguan. The report can be found on the IDB's website (http://idbdocs.iadb.org/wsdocs/getdocument.aspx?docnum=EZSHARE-1460553615-30) as well as in Annex 5: Environmental and Social Analysis Report.
GCC 21.1	The Site Possession Date(s) shall be: <i>At least 21 days after contract signing or as instructed by the Project Coordinator.</i>
GCC 25.2	The hourly fee for this proposed Adjudicator shall be US\$100.00.
GCC 25.3	<p>Any dispute, controversy, or claim arising out of or relating to this contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the:</p> <p><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></p> <p><i>Sub-Clause 25.3—Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</i></p> <p><i>or</i></p> <p><i>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</i></p> <p><i>Sub-Clause 25.3—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.”</i></p> <p><i>“The place of arbitration shall be: Georgetown, Guyana</i></p>
GCC 26.1	Appointing Authority for the Adjudicator: The Attorney General, Ministry of Legal Affairs, Carmichael Street, Georgetown, Guyana.
B. Time Control	
GCC 27.1	The Contractor shall submit for approval to the Project Manager a Program for the Works within 21 days from the date of the Letter of Acceptance.
GCC 27.3	<p>The period between Program updates is 14 days.</p> <p>The amount to be withheld for late submission of an updated Program is: GYD25,000 per day.</p>

C. Quality Control	
GCC 35.1	The Defects Liability Period is: <i>12 calendar months.</i>
D. Cost Control	
GCC 46.1	The currency of the Contracting Agency's country is Guyana Dollars.
GCC 47.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 47.
GCC 48.1	The proportion of payments retained is: <i>10 percent (%)</i> .
GCC 49.1	The liquidated damages for the whole of the Works are <i>0.05%</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the final Contract Price.
GCC 50.1	The Bonus for the whole of the Works is: <i>Not Applicable</i>
GCC 51.1	<p><i>Payments Schedule shall be as follows:</i></p> <ul style="list-style-type: none"> <i>(a) Ten percent (10%) of the contract price shall be paid to the Contractor no later than 21 days after approval of the Bank Guarantee. This Advance Payment shall be issued only when the Design is finalized and approved by the Contracting Agency.</i> <i>(b) Thirty percent (60%) of the contract price upon physical verification by the contracting agency that major components such as PV panel mounts, PV modules, BESS, Power Transformer, Distribution Transformer, Line and Line Hardware have been installed by the supplier and have complied with the technical specifications.</i> <i>(c) Fifty percent (20%) of the contract price upon testing and acceptance of the system by the contracting agency.</i> <i>(d) Ten percent (10%) of the contract price upon expiry of the defects liability period barring the correction of defects.</i>
GCC 52.1	<p>The Performance Securities amount shall be as follow:</p> <p><i>A Bank Guarantee (from a commercial bank) equivalent to thirty percent (30%) of the Contract Price or a Bond from an Insurance Company equivalent to thirty percent (30%) of the final Contract Price. Only to be submitted by the successful bidder.</i></p>
E. Finishing the Contract	
GCC 58.1	The date by which operating, and maintenance manuals are required is <i>1</i>

	<p><i>month after Certificate of Completion.</i></p> <p>The date by which final “as built” drawings are required is <i>1 month after Certificate of Completion.</i></p>
GCC 58.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is G\$5,000,000.
GCC 59.2 (g)	The maximum number of days is: 60 Days
GCC 61.1	The percentage to apply to the value of the work not completed is 10%

Section VIII. Specifications & Performance Requirements

The full scope and specifications of goods and services required under this tender are detailed in the following Annexes:

- **Annex 1: Leguan 0.6MWp Solar Plant Technical specifications**
- **Annex 2: Leguan Transmission Line Technical Specifications**

Other supporting and relevant information can be found in the following Annexes:

- **Annex 1.1: Leguan Hourly Load 2022-2021**
- **Annex 1.2: Leguan of Genset Specifications**
- **Annex 1.3: Leguan of Genset Controllers Specification**
- **Annex 3: GPL National Grid Code**
- **Annex 4: Occupational Safety and Health Act of Guyana**
- **Annex 5: Leguan Environmental and Social Analysis Report**
- **Annex 6: Leguan Solar PV Site Geotechnical Report**
- **Annex 7: Leguan Solar PV Site Flood and Coastal Erosion Risk Report**
- **Annex 8: EPC and whole life cost breakdown**
- **Annex 9: DISASTER RISK MANAGEMENT PLAN LEGUAN SOLAR PV FARM CONSULTANCY FOR THE DEVELOPMENT OF DRMP AND EMERGENCY RESPONSE PLAN FOR SOLAR PV FARM AT LEGUAN, GUYANA**
- **Annex 10: EMERGENCY RESPONSE PLAN LEGUAN SOLAR PV FARM**
- **Annex 11: Surveying Report - Topographic Surveys at Plantation Oakum - Leguan Solar Farm**

Section IX. Drawings

Drawing can be found in the following Annexes:

- **Annex 1.4a: Leguan Diesel Plant Site Layout Proposed**
- **Annex 1.4b: Leguan Diesel Plant SLD-Existing**
- **Annex 1.4c: Leguan Diesel Plant SLD-Proposed**
- **Annex 1.5: Leguan Solar PV Farm Proposed Layout**
- **Annex 1.6: Leguan Solar PV Farm Interconnecting Line**

Section X. Bill of Quantities⁴²

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Contracting Agency of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*
- (b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

⁴² *In lump sum contracts, the "Bill of Quantities" is prepared for information; it is not contractual. The contractual document prepared by the Bidder shall be a "Schedule of Activities."*

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to GCC Clause 8) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Contracting Agency to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Contracting Agency or the person drafting the Bidding Documents. They should not be included in the final documents.

Section XI. Security Forms

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.

Bid Security (Bank Guarantee)

*[If required, the **Bank/Bidder** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Contracting Agency]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder; if a JVCA, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Contracting Agency's Country or the equivalent amount in an international freely convertible currency]* (*[insert 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) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the Bidding Documents; or
- (c) having been notified of the acceptance of its Bid by the Contracting Agency 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 ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, 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.

[signature(s) of authorized representative(s)]

Bid Security (Bid Bond)

*[If required, the **Surety/Bidder** shall fill in this Bid Bond Form in accordance with the instructions indicated in brackets.]*

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Bidder; if JVCA, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in** *[insert name of country of Contracting Agency]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Contracting Agency]* as Oblige (hereinafter called "the Contracting Agency") in the sum of *[insert amount in figures expressed in the currency of the Contracting Agency's Country or the equivalent amount in an international freely convertible currency]* *[insert 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 Contracting Agency dated the *[number]* day of *[month]*, *[year]*, for the construction of *[insert name of Contract]* (hereinafter called the "Bid").

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

- (1) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (2) refuses to accept the correction of its Bid Price, pursuant to ITB Sub-Clause 28.2; or
- (3) having been notified of the acceptance of its Bid by the Contracting Agency during the period of Bid validity;
 - (a) fails or refuses to execute the Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Contracting Agency up to the above amount upon receipt of the Contracting Agency's first written demand, without the Contracting Agency having to substantiate its demand, provided that in its demand the Contracting Agency 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 shall remain in full force and affect 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 Contracting Agency at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

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

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

*[insert signature(s) of authorized
representative(s)]*

*[insert signature(s) of authorized
representative(s)]*

[insert printed name and title]

[insert printed name and title]

Bid Validity Declaration

*[If required, the **Bidder** shall fill in this form in accordance with the instructions indicated in brackets.]*

Date: *[insert date]*

Name of contract: *[insert name]*

Contract Identification N°: *[insert number]*

Invitation for Bid No.: *[insert number]*

To: _____

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid validity declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Contracting Agency for the period of time of *[insert time period]* starting on *[insert start date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by the Contracting Agency during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid validity shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification informing us that we are not the successful bidder; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JVCA, the Bid Validity Declaration must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Validity Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

Performance Bank Guarantee
(Unconditional)

[The bank/successful Bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Contracting Agency requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Contracting Agency]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

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 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 amount in figures]* (*[insert amount in words]*),⁴³ 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 twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year],*⁴⁴ whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

⁴³ The Guarantor (bank) 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 Contracting Agency.

⁴⁴ Insert the date twenty-eight days after the expected Completion date. The Contracting Agency should note that in the event of an extension of the time for completion of the Contract, the Contracting Agency 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 Contracting Agency 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 Contracting Agency's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee."

[signature(s) of an authorized representative(s) of the Bank]

Performance Bond

*[The **Surety/successful Bidder** providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Contracting Agency requires this type of security]*

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Contracting Agency]* as Obligee (hereinafter called “the Contracting Agency”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*,⁴⁵ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Contracting Agency dated⁴⁶ the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

⁴⁵ An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Contracting Agency.

⁴⁶ Date of Letter of Acceptance or Agreement.

Contractor under the Contract, less the amount properly paid by the Contracting Agency to the Contractor; or

- (3) pay the Contracting Agency the amount required by the Contracting Agency to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

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

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Bank Guarantee for Advance Payment

*The **bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

[insert Bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Contracting Agency]*

Date: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert number]*

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]* 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 is to be made against an advance payment guarantee in the sum or sums indicated below.

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 amount in figures]* (*[insert amount in words]*⁴⁷) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert 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 *[insert number]* day of

⁴⁷ The Guarantor shall insert an amount representing the amount of the Advance Payment and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Contracting Agency.

*[insert month], [insert year],*⁴⁸ 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.

[insert signature(s)) of authorized representative(s) of bank]

⁴⁸ *Insert the expected expiration date of the Time For Completion. The Contracting Agency should note that in the event of an extension of the Time For Completion of the Contract, the Contracting Agency 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 Contracting Agency might consider adding the following text to the form, at the end of the penultimate paragraph: " We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Contracting Agency's written request for such extension, such request to be presented to us before the expiry of the guarantee."*

