STANDARD PROCUREMENT DOCUMENTS

**Standard Bidding Document for**

**Procurement of   
Non-Consulting Services**



Islamic Development Bank

February 2023

*This document is subject to copyright. This document may be used and reproduced for non-commercial purposes only. Any commercial use, including without limitation reselling, charging to access, redistribute, or for derivative works such as unofficial translations based on this document is not allowed.*

**Preface**

This Standard Bidding Document (SBD) for Non-consulting Services has been prepared by the Islamic Development Bank (IsDB), and is based on the Harmonised Master Document for Procurement of Non-consulting Services prepared by the Multilateral Development Banks and International Financing Institutions. This SBD reflects the structure and the provisions of the Master Procurement Document for Procurement of Non-consulting Services, except where specific considerations within the IsDB have required a change.

This SBD for Procurement of Non-consulting Services shall be used by Beneficiaries for procuring of Non-consulting Services contracts, under International Competitive Bidding among Member Countries (ICB/MC) or Open International Competitive Bidding (ICB). It is in conformity with the Guidelines for Procurement of Good, Works and related services under Projects Financed by IsDB, April 2019 (the “Guidelines”)*.*

This SBD is intended as model lump-sum types of contract, which are the most common in Non-consulting Services contracting. Lump-sum contracts are used in particular for Non-consulting Services which are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen conditions are unlikely.

Care should be taken to check the relevance of the provisions of the SBD against the requirements of the specific Non-consulting Services to be procured.

The SBD has been prepared on the basis that no prequalification has taken place before issuing the RFB. Adaptations are necessary when prequalification has taken place, for example to: Instructions to Bidders, the Bid Data Sheet and Forms. The process of prequalification of Bidders is not covered in this SBD.

Those wishing to submit comments or questions on these documents or to obtain additional information on procurement under Islamic Development Bank Project Financing are encouraged to contact:

Project Procurement&Financial Management Division (PPFM)  
Operations Complex   
The Islamic Development Bank  
8111 King Khalid St.  
AI Nuzlah AI Yamania Dist. Unit No. 1  
Jeddah 22332-2444  
Kingdom of Saudi Arabia   
[ppfm@isdb.org](mailto:ppfm@isdb.org)

www.isdb.org

**Introduction**

This Standard Bidding Document for Procurement of Non-consulting Services has been prepared for use in contracts financed by the Islamic Development Bank involving the procurement of Non-consultant services as opposed to Consultant Services. Non-consultant services are normally bid for and contracted on the basis of performance of measurable physical output, and for which performance standards can be clearly identified and consistently applied. Examples of non-consultant services include drilling, aerial photography, satellite imagery, mapping and similar operations. If the user has questions regarding which SBD should be used in a particular case, the appropriate IsDB’s official should be consulted.

Summary Description

**Bidding Document: Request for Bids – Non-Consulting Services**

**Summary**

**PART 1 – BIDDING PROCEDURES**

**Section I - Instructions to Bidders (ITB)**

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

**Section II - Bid Data Sheet (BDS)**

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

**Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Bid offering the most Value for Money and to ascertain the continued qualification of the Bidder to perform the contract. The Bid offering the most Value for Money is the Bid of the Bidder whose Bid has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

**Section IV - Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment and Bid Securityto be completed and submitted by the Bidder as part of its Bid.

**Section V - Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI - IsDB Policy - Corrupt and Fraudulent Practices**

This Section provides the Bidders with the reference to IsDB’s policy in regard to corrupt and fraudulent practices applicable to this process.

**PART 2 – EMPLOYER’S REQUIREMENTS**

**Section VII - Activity Schedule**

This Section includes the List of Non-Consulting Services, Completion Schedules and Specifications that describe the Services to be procured.

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

**Section VIII - General Conditions of Contract (GCC)**

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

Section IX - Special Conditions of Contract (SCC)

The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

**Section X - Contract Forms**

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

**Bidding Document for Procurement of**

**Non-Consulting Services**

**Procurement of:**

*{Insert identification of the Non-Consulting Services]*

**Issued on:** *[Insert date]*

**[ICB or]ICB/MC No:** *[Insert Package Ref]*

**Employer:** *[Insert Name of Employer]*

**Country:** *[Insert Name of Country]*

**Table of Contents**

[Part I – Bidding Procedures 1](#_Toc55396664)

[Section I - Instructions to Bidders 3](#_Toc55396665)

[Section II - Bid Data Sheet (BDS) 29](#_Toc55396666)

[Section III - Evaluation and Qualification Criteria 37](#_Toc55396667)

[Section IV- Bidding Forms 44](#_Toc55396668)

[Section V - Eligible Countries 66](#_Toc55396669)

[Section VI – IsDB Policy – Corrupt and Fraudulent Practices 67](#_Toc55396670)

[Part II – Employer’s Requirement 69](#_Toc55396671)

[Section VII - Activity Schedule 70](#_Toc55396672)

[Part III – Conditions of Contract and Contract Forms 78](#_Toc55396673)

[Section VIII - General Conditions of Contract 79](#_Toc55396674)

[Section IX - Special Conditions of Contract 107](#_Toc55396675)

[Section X - Contract Forms 119](#_Toc55396676)

Part I – Bidding Procedures

# Section I - Instructions to Bidders

**Contents**

A. General 7

1. Scope of Bid 7

2. Source of Funds 7

3. Fraud and Corruption 8

4. Eligible Bidders 8

5. Qualification of the Bidder 11

B. Contents of Bidding Document 11

6. Sections of Bidding Document 11

7. Site Visit 12

8. Clarification of Bidding Document 12

9. Amendment of Bidding Document 12

C. Preparation of Bids 12

10. Cost of Bidding 12

11. Language of Bid 12

12. Documents Comprising the Bid 13

13. Letter of Bid and Activity Schedule 13

14. Alternative Bids 14

15. Bid Prices and Discounts 14

16. Currencies of Bid and Payment 15

17. Documents Establishing Conformity of Services 15

18. Documents Establishing the Eligibility and Qualifications of the Bidder 15

19. Period of Validity of Bids 16

20. Bid Security 16

21. Format and Signing of Bid 18

D. Submission and Opening of Bids 19

22. Sealing and Marking of Bids 19

23. Deadline for Submission of Bids 19

24. Late Bids 20

25. Withdrawal, Substitution and Modification of Bids 20

26. Bid Opening 20

E. Evaluation and Comparison of Bids 22

27. Confidentiality 22

28. Clarification of Bids 22

29. Deviations, Reservations, and Omissions 22

30. Determination of Responsiveness 23

31. Nonconformities, Errors and Omissions 23

32. Correction of Arithmetical Errors 24

33. Conversion to Single Currency 24

34. Margin of Preference 24

35. Evaluation of Bids 24

36. Comparison of Bids 25

37. Abnormally Low Bids 25

38. Qualification of the Bidder 26

39. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids 26

40. Standstill Period 26

41. Notification of Intention to Award 26

F. Award of Contract 27

42. Award Criteria 27

43. Notification of Award 27

44. Debriefing by the Employer 28

45. Signing of Contract 28

46. Performance Security 29

47. Adjudicator 29

48. Procurement Related Complaint 29

**Section I - Instructions to Bidders**

A. General

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1. Scope of Bid | | | | 1.1 In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Requirements. The name, identification and number of lots are specified in the BDS.  1.2 Throughout this bidding document:  (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;  (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and  (c) “day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary’s official public holidays.  1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS. | | |
| 1. Source of Funds | | | | * 1. The Beneficiary or Recipient (hereinafter called “Beneficiary”) indicated in the **BDS** has applied for or received financing (hereinafter called “funds”) from the Islamic Development Bank (hereinafter called “the Bank”) in an amount **specified in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.   2. Payments by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB in accordance with the terms and conditions of the Financing Agreement. The Financing Agreement prohibits a withdrawal from the Financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IsDB, is prohibited by a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union.. No party other than the Beneficiary shall derive any rights from the Financing Agreement or have any claim to the funds. | | |
| 1. Fraud and Corruption | | | | * 1. IsDB requires compliance with its policy in regard to corrupt and fraudulent practices, as set forth in Section VI.   2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and their personnel, to permit IsDB to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by IsDB. | | |
| 1. Eligible Bidders | | | | * 1. A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.   2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:  1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or 2. receives or has received any direct or indirect subsidy from another Bidder; or 3. has the same legal representative as another Bidder; or 4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or | | |
|  | | | | 1. or any of its affiliates participated as a consultant in the preparation of the Employer’s Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or 2. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary for the Contract implementation; or 3. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or 4. has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to IsDB throughout the procurement process and execution of the Contract. | |
|  | | * 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid as a Bidder or as a JV member, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid. | |
|  | | * 1. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and in accordance with Section V[[1]](#footnote-2). A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract. | |
|  | | * 1. A Bidder that has been sanctioned by IsDB in accordance with the above ITB 3.1, including in accordance with the Guidelines for Procurement of Goods, Works and Related Services under IsDB Project Financing (“Procurement Guidelines”), shall be ineligible to be prequalified for, bid for, or be awarded an IsDB-financed contract or benefit from an IsDB-financed contract, financially or otherwise, during such period of time as IsDB shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS. | |
|  | | * 1. Bidders that are state-owned enterprises or institutions in the Employer’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not dependent agencies of the Employer » as per the para 1.16 c) of IDB Guidelines for Procurement of Goods and Works.. To be eligible, a government-owned enterprise or institution shall establish to IsDB’s satisfaction, through all relevant documents, including its Charter and other information IsDB may request, that it: (i) is a legal entity separate from the government; (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution | |
|  | | * 1. A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration. | |
|  | | * 1. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary’s country prohibits commercial relations with that country, provided that IsDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary’s country prohibits any import of goods or contracting of works or services from that country. | |
|  | | 4.6 Bidders that are Government-owned enterprises or institutions in the Employer’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to IsDB’s satisfaction, through all relevant documents, including its Charter and other information IsDB may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.  4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.  4.8 Firms and individuals from a country may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary’s country prohibits commercial relations with that country, provided that IsDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.  4.9 This bidding is open only to prequalified Bidders unless **specified in the BDS**.  4.10 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.  4.11 Successful bidders, i.e. Shorlisted Non-Consulting Services Providers, shall be reviewed and subject to onbaording Customer Due Diligence. Only bidders presenting satisfactory Compliance Due Diligence shall be qualified to pursue the selection process and to complete the attached IsDB AML/CFT /KYC Questionnaire/Form for further Compliance Due Diligence in accordance with IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019 through BED Resolution IsDB/BED/15/12/019/(333)/80.  Definitions:  **“Compliance Policy”**: IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019 through BED Resolution IsDB/BED/15/12/019/(333)/80.  **“Customer Due Diligence** (CDD) / **Compliance Due Diligence”:** means an onboarding process of conducting research, analysis and review aimed at knowing the customer (Know Your Customer/KYC) and understanding risks - including but not limited to Money Laundering/Terrorist Financing (ML/TF), tax evasion, sanctions, crime, integrity - dealing with the customer may pose, in accordance with IsDB Compliance Policy.  **“Money laundering”:** meansacquisition, possession. use or conversion or transferproceeds of crime, for the purpose of concealing or disguising the illicit origin of the property, as defined in the IsDB Compliance Policy.  **“Terrorist Financing”:** generally, means the offence stipulated by Article 2 of the 1999 International Convention for the Suppression of the Financing of Terrorism, as defined in the IsDB Compliance Policy.  **“IsDB AML/CFT/KYC/Questionnaire/Form”**: see Attachment/ Annex…. | |
| 1. Qualification of the Bidder | | * 1. All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.   2. In the event that prequalification of Bidders has been undertaken as statedin ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply. | |
| B. Contents of Bidding Document | | | |
| 1. Sections of Bidding Document | * 1. The Bidding Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.   **PART 1: Bidding Procedures**  • Section I - Instructions to Bidders (ITB)  • Section II - Bid Data Sheet (BDS)  • Section III - Evaluation and Qualification Criteria  • Section IV - Bidding Forms  • Section V - Eligible Countries  • Section VI - IsDB Policy-Corrupt and Fraudulent Practices  **PART 2: Employer’s Requirements**  • Section VII - Requirements  **PART 3: Contract**  • Section VIII - General Conditions of Contract (GCC)  • Section IX - Special Conditions of Contract (SCC)  • Section X - Contract Forms. | | |
|  | * 1. The Invitation for Bids issued by the Employer is not part of this bidding document. | | |
|  | * 1. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.   2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. | | |
| 1. Site Visit | * 1. The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder’s own expense. | | |
| 1. Clarification of Bidding Document | | | * 1. A prospective Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 9 and ITB 23.2. |
| 1. Amendment of Bidding Document | | | * 1. At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.   2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 8.1.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below. |

C. Preparation of Bids

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Cost of Bidding | | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. | |
| 1. Language of Bid | | * 1. The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the** **BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern. | |
| 1. Documents Comprising the Bid | | * 1. The Bid shall comprise the following:  1. **Letter of Bid** prepared in accordance with ITB 13; 2. **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15; 3. **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1; 4. **Alternative Bid**: if permissible in accordance with ITB 14; 5. **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3; 6. **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted; 7. **Bidder’s Eligibility**: documentary evidence in accordance with ITB 18 establishing the Bidder’s eligibility to Bid; 8. **Conformity**: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and 9. any other document required **in the BDS.** | |
|  | | * 1. In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.   2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. | |
| 1. Letter of Bid and Activity Schedule | | * 1. The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested. | |
| 1. Alternative Bids | | * 1. Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer. | |
|  | | * 1. When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria. | |
|  | | 14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer’s Requirements. | |
| 1. Bid Prices and Discounts | | * 1. The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below. | |
|  | | * 1. All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s). | |
|  | | * 1. The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder. | |
|  | | * 1. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1. | |
|  | | * 1. The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer’s Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. | |
|  | | * 1. All duties, taxes, and other levies payable by the Service Provider 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 total Bid price submitted by the Bidder. | |
|  | | * 1. If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract. | |
|  | | * 1. For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract. | |
| 1. Currencies of Bid and Payment | | * 1. The currency(ies) of the Bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in the currency of the Employer’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer’s Country, unless otherwise specified **in the BDS**.   2. The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer’s Country. | |
| 1. Documents Establishing Conformity of Services | | * 1. To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Requirements.   2. Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Requirements. | |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder | | * 1. To establish Bidder’s their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.   2. The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Employer’s satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.   3. All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.   4. In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, 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.   5. If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specifiedin Section III, Evaluation and Qualification Criteria. | |
| 1. Period of Validity of Bids | | * 1. Bids shall remain valid for the period **specified in the** **BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 23.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.   2. In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.   3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:   (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS;**  (b) in the case of adjustable price contracts, no adjustment shall be made; or  (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above. | |
| 1. Bid Security | | * 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.   2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.   3. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder’s option:   (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);  (b) an irrevocable letter of credit;  (c) a cashier’s or certified check; or  (d) another security specified **in the BDS**,  from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.   * 1. If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.   2. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the contract and furnishing the Performance Security pursuant to ITB 46.   3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.   4. The Bid Security may be forfeited or the Bid Securing Declaration executed:  1. if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or 2. if the successful Bidder fails to: 3. sign the Contract in accordance with ITB 45; or 4. furnish a performance security in accordance with ITB 46.    1. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.    2. If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and    3. if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or    4. if the successful Bidder fails to:       1. sign the Contract in accordance with ITB 45; or       2. furnish a performance security in accordance with ITB 46;   the Beneficiary may**,** if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**. | |
| 1. Format and Signing of Bid | | * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked “Original.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as “Copy.” In the event of discrepancy between them, the original shall prevail.   2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.   3. 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. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.   4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.   5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. | |
|  | | D. Submission and Opening of Bids | |
| 1. Sealing and Marking of Bids | | * 1. The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:      1. in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and      2. in an envelope marked “COPIES”, all required copies of the Bid; and      3. if alternative Bids are permitted in accordance with ITB 14, and if relevant:  1. in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and 2. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.    1. The inner and outer envelopes shall:       1. bear the name and address of the Bidder;       2. be addressed to the Employer in accordance with ITB 23.1;       3. bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and       4. bear a warning not to open before the time and date for Bid opening.    2. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid. | |
| 1. Deadline for Submission of Bids | | * 1. Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.   2. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. | |
| 1. Late Bids | | * 1. The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. | |
| 1. Withdrawal, Substitution and Modification of Bids | | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and 2. received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23. | |
|  | | * 1. Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders. | |
|  | | * 1. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof. | |
| 1. Bid Opening | | * 1. Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the** **BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.   2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.   3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.   4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.   5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.   6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid andthe pricedActivity Scheduleare to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.   7. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).   8. The Employer shall prepare a record of the Bid opening that shall include, as a minimum:   (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;  (b) the Bid Price, per lot (contract) if applicable, including any discounts; and  (c) any alternative Bids;  (d) the presence or absence of a Bid Security, if one was required.   * 1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. | |
| E. Evaluation and Comparison of Bids | | | |
| 1. Confidentiality | | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.   2. Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.   3. Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing. | |
| 1. Clarification of Bids | | * 1. To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.   2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected. | |
| 1. Deviations, Reservations, and Omissions | | * 1. During the evaluation of Bids, the following definitions apply:  1. “Deviation” is a departure from the requirements specified in the bidding document; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. | |
| 1. Determination of Responsiveness | | * 1. The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.   2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  1. if accepted, would: 2. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or 3. limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the Contract; or 4. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.    1. The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Requirements have been met without any material deviation or reservation, or omission.    2. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | |
| 1. Nonconformities, Errors and Omissions | | * 1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid. | |
|  | | * 1. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. | |
|  | | * 1. Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate. | |
| 1. Correction of Arithmetical Errors | | * 1. Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.    1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid. | |
| 1. Conversion to Single Currency | | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**. | |
| 1. Margin of Preference | | * 1. A margin of preference shall not apply. | |
| 1. Evaluation of Bids | | * 1. The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:   (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost.   * 1. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:   (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;  (b) price adjustment due to discounts offered in accordance with ITB 15.4;  (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;  (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;  (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and  (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.   * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.   2. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria. | |
| 1. Comparison of Bids | | * 1. The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost. | |
| 1. Abnormally Low Bids | | * 1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.   2. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.   3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid. | |
| 1. Qualification of the Bidder | | * 1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.   3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily. | |
| 1. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids | | * 1. The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders. | |
| 1. Standstill Period | | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by IsDB, the Standstill Period shall not apply | |
| 1. Notification of Intention to Award | | * 1. The Employer shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:  1. the name and address of the Bidder submitting the successful Bid; 2. the Contract price of the successful Bid; 3. the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated; 4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 5. the expiry date of the Standstill Period; and 6. instructions on how to request a debriefing or submit a complaint during the standstill period. | |
| F. Award of Contract | | | |
| 1. Award Criteria | * 1. Subject to ITB 39, the Employer shall award the Contract to the Bidder offering the Most Value for Money. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:   (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost. | | |
| 1. Notification of Award | * 1. Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). | | |
|  | * 1. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:      + - 1. name and address of the Employer;          2. name and reference number of the contract being awarded, and the selection method used;          3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;          4. name of Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and          5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope. | | |
|  | * 1. The Employer shall publish the Contract Award Notice in UNDB online or Dg Market website in addition to IsDB’s external website and on the Employer’s website if available. | | |
|  | * 1. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. | | |
| 1. Debriefing by the Employer | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. | | |
|  | * 1. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period. | | |
|  | * 1. Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. | | |
|  | * 1. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting. | | |
| 1. Signing of Contract | * 1. Promptly after notification, the Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.   2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt. | |
| 1. Performance Security | * 1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.   2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the Bid with the next Most Value for Money. | |
| 1. Adjudicator | * 1. The Employer 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 Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party. | |
| 1. Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the BDS. | |

# Section II - Bid Data Sheet (BDS)

|  |  |
| --- | --- |
| The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.  *[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process]*  *[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB]* | |
| **ITB Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is : ***[insert reference number of the Request for Bids]***  The Employer is: ***[insert name of the Employer]***  The name of the RFB is: ***[insert name of the RFB]***  The number and identification of lots (contracts)comprising this RFB is: **[*insert number and identification of lots (contracts)]*** |
| **ITB 1.2(a)** | [*delete if not applicable*]  **Electronic –Procurement System**  The Employer shall use the following electronic-procurement system to manage this Bidding process:  [*insert name of the e-system and url address or link*]  The electronic-procurement system shall be used to manage the following aspects of the Bidding process:  *[list the aspects here and modify the relevant parts of the BDS accordingly e.g., issuing bidding document, submissions of Bids, opening of Bids]* |
| **ITB 1.3** | The Intended Completion Date is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 2.1** | The Beneficiary is: ***[insert name of the Beneficiary and statement of relationship with the Employer, if different from the Beneficiary. This insertion should correspond to the information provided in the RFB]***    Financing Agreement amount: ***[insert US$ equivalent]***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The name of the Project is: ***[insert name of the project]*** |
| **ITB 4.1** | Maximum number of members in the Joint Venture (JV) shall be: ***[insert a number]****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 4.5** | A list of debarred firms and individuals is available on IsDB’s external website: <http://www.isdb.org> |
|  | **B. Contents of Bidding Document** |
| **ITB 8.1** | For **Clarification of Bid purposes** only, the Employer’s address is:  ***[insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 1.1 for Bid submission]***  Attention: *[* ***[insert full name of person, if applicable****]*  Address: *[****insert street address and number****]*  Floor/ Room number*: [****insert floor and room number, if applicable****]*  City:*] [****insert name of city or town****]*  ZIP Code:[***insert postal (ZIP) code, if applicable****]*  Country: *[****insert name of country****]*  Telephone: *[****insert telephone number, including country and city codes****]*  Facsimile number: *[****insert fax number, including country and city code****s]*  Electronic mail address: *[****insert email address, if applicable****]*  Web page: ***[in case used, identify the website with free access where Bidding process information is published****]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **C. Preparation of Bids** |
| **ITB 11.1** | The language of the Bid is: ***[insert “English” or” Arabic” or “French”]****.*  ***[Note: In addition to the above language, and if agreed with IsDB, the Purchaser has the option to issue translated versions of the bidding document in another language which should either be: (a) the national language of the Purchaser; or (b) the language used nation-wide in the Purchaser’s country for commercial transactions. In such case, the following text shall be added:]***  ***“In addition, the bidding document is translated into the [insert national or nation-wide used] language [if there are more than one national or nation-wide used language, add “and in the \_\_\_\_\_\_\_\_\_\_\_\_” [insert the second national or nation-wide language].***  ***Bids shall have the option to submit their bid in any one of the languages stated above. Bidders shall not submit Bids in more than one language.]”***  All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ language.  Language for translation of supporting documents and printed literature is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. ***[specify one language]****.* |
| **ITB 12.1 (i)** | The Bidder shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITB 12.1 that must be submitted with the Bid].***  ***[Include the following if applicable]***  **Code of Conduct for Service Provider’s Personnel**  The Bidder shall submit its Code of Conduct that will apply to the Service Provider’s Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer’s country where the Services are required, to ensure compliance with the Service Provider’s Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.  ***[Include the following if applicable]***  **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks**  The Bidder shall submitManagement Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:  ***[Note:*** *insert name of any specific plan and risk/s informed by the relevant environmental and social assessment];*  *[e.g. Sexual Exploitation, and Abuse (SEA)* *prevention and response action plan];* |
| **ITB 14.1** | Alternative Bids ***[insert “shall be” or “shall not be”]*** considered.  ***[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]*** |
| **ITB 14.2** | Alternative times for completion \_\_\_\_\_\_\_\_\_\_***[insert “shall be” or “shall not be”]*** permitted. If permitted, the range of acceptable completion time is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 14.3** | Alternative technical solutions shall be permitted for the following parts of the Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert parts of the Services****]:*  ***[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]*** |
| **ITB 15.7** | The prices quoted by the Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_***[insert “shall “or “shall not”]*** be subject to adjustment during the performance of the Contract. |
| **ITB 16.1** | The Bidder \_\_\_\_\_\_\_\_\_\_\_\_***[insert “is” or “is not”]*** required to quote in the currency of the Employer’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency. |
| **ITB 18.4** | Prequalification \_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert “has” or “has not”]*** been undertaken. |
| **ITB 19.1** | The bid validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for bid submission]*** days. |
| **ITB 19.3 (a)** | The Bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_  ***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]*** |
| **ITB 20.1** | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***  A Bid Security***[insert “shall be” or “shall not be”*]** required.  A Bid-Securing Declaration **[*insert “shall be” or “shall not be*”]** required.  If a Bid Security shall be required, the amount and currency of the Bid Security shall be  **[*If a Bid Security is required, insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”]******[In case of lots, please insert amount and currency of the Bid Security for each lot]***  ***Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 20.3 (d)** | Other types of acceptable securities:    ***[Insert names of other acceptable securities. Insert “None” if no Bid Security is required under provision ITB 20.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 20.3 (a) through (c) are acceptable*.]** |
| **ITB 20.9** | **[*Delete if not applicable:* *The following provision should be included and the required corresponding information inserted only if a Bid Security is not required under provision ITB 20.1 and the Employer wishes to declare the Bidder ineligible to be awarded a contract for a period of time should the Bidder perform any of the actions mentioned in provision ITB 20.9 (a) and (b). Otherwise omit.]***  If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Beneficiary will declare the Bidder ineligible to be awarded a contract by the Employer for a period of \_\_\_\_\_\_ years. **[*insert period of time]*** |
| **ITB 21.1** | In addition to the original of the Bid, the number of copies is**: \_\_\_\_\_\_*[insert number of copies]*** |
| **ITB 21.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: \_\_\_\_\_\_\_\_\_*[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid].*** |
|  | **D. Submission and Opening of Bids** |
| **ITB 23.1** | For **Bid submission purposes** only, the Employer’s address is: ***[This address may be the same as or different from that specified under provision ITB 8.1 for clarifications]***  Attention: *[****insert full name of person, if applicable]***  Street Address: *[****insert street address and number****]*  Floor/ Room number: *[****insert floor and room number, if applicable****]*  City: [***insert name of city or town***]  ZIP/Postal Code: [***insert postal (ZIP) code, if applicable***]  Country: [***insert name of country***]  ***[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank]*** |
| **ITB 23.1** | **The deadline for Bid submission is:**  Date: ***[insert day, month, and year, e.g. 15 June, 2021]***  Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]*  ***[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids, unless subsequently amended pursuant to ITB 23.2*]**  Bidders \_\_\_\_\_\_\_\_\_**[*insert “shall” or “shall not”*]** have the option of submitting their Bids electronically.  **[*The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic Bid submission procedures shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert a description of the electronic Bid submission procedures]*** |
| **ITB 26.1** | The Bid opening shall take place at:  Street Address: [***insert street address and numbe****r]*  Floor/ Room number: *[****insert floor and room number, if applicable****]*  City: *[****insert name of city or town****]*  Country: *[****insert name of country****]*  Date: ***[insert day, month, and year, e.g. 15 June, 2021]***  Time: *[****insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids ITB 23]*** |
| **ITB 26.1** | ***[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic Bid opening procedures shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert a description of the electronic Bid opening procedures]*** |
| **ITB 26.6** | The Letter of Bid and priced Activity Schedule shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Employer conducting Bid opening*.* ***[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]*** |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 33.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: ***[Insert name of currency]***  The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]***  The date for the exchange rate shall be*:* ***[insert day, month and year, e.g. 15 June, 2021 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the date for the expiry of Bid validity specified in accordance with ITB BDS 19.1].*** |
|  | **F. Award of Contract** |
| **ITB 47** | The Adjudicator proposed by the Employer is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The daily fee for this proposed Adjudicator shall be \_\_\_\_\_\_\_\_\_\_\_\_. The biographical data of the proposed Adjudicator is as follows: \_\_\_\_\_\_\_\_\_\_\_\_. |
| **ITB 48.1** | The procedures for making a Procurement-related Complaint are detailed in the “Procurement [Guidelines](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex B).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  **For the attention**: *[insert full name of person receiving complaints]*  **Title/position**: *[insert title/position]*  **Employer**: *[insert name of Employer]*  **Email address***: [insert email address]*  **Fax number**: *[insert fax number]* ***delete if not used***  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract. |

# Section III - Evaluation and Qualification Criteria

*This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.*

***[The Employer shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]***

**Contents**

[1. Evaluation (ITB 35.2(f)) 39](#_Toc55397742)

[1.1 Adequacy of Technical Proposal 39](#_Toc55397743)

[1.2 Multiple Contracts 39](#_Toc55397744)

[1.3 Alternative Times for Completion 39](#_Toc55397745)

[1.4 Alternative Technical Solutions for specified parts of the Services 40](#_Toc55397746)

[1.5 Sustainable procurement 40](#_Toc55397747)

[2. Qualification 41](#_Toc55397748)

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Bid offering the Most Value for Money. This is the Bid that has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

1. Evaluation (ITB 35.2(f))

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

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

1. Adequacy of Technical Proposal

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

1. Multiple Contracts

Pursuant to ITB 35.4 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows:

1. **Award Criteria for Multiple Contracts [ITB 35.4]:**

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

1. **Qualification Criteria for Multiple Contracts:**

The criteria for qualification is aggregate minimum requirement for respective lots as defined by the Employer as follows: .……………………………………………………………………………………………………………………………………………………………………………………………

1. Alternative Times for Completion

An alternative Completion Time, if permitted under ITB 14.2, will be evaluated as follows:

………………………………………………………………………………………………………………………………………………………………………………………………

1. Alternative Technical Solutions for specified parts of the Services

If permitted under ITB 14.3, will be evaluated as follows:

………………………………………………………………………………………………………………………………………………………………………………………………

1. Sustainable procurement

[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments  to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]

………………………………………………………………………………………………………………………………………………………………………………………………

1. Qualification

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last five years;

(c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) list of major items of 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 years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to the Employer to seek references from the Bidder’s bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

(j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price; and

(k) if required by the Employer, Environmental and Social (ES) past performance declaration (see below at the end of this section)**.**

Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

(a) the Bid shall include all the information listed above for each joint venture member;

(b) the Bid shall be signed so as to be legally binding on all members;

(c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;

(d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

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

* + 1. Not having been excluded as a result of prohibition in the Beneficiary’s country laws or official regulations against commercial relations with the Bidder’s country, or by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, both in accordance with ITB 4.8 and Section V.
    2. Having performed annual volume of Services of at least the amount specified **below;**
    3. Having experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below;**
    4. Formulating proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in below**;
    5. Having suitably qualified key personnel specified below and other key personnel that the Bidder considers appropriate to perform the Services; and
    6. Having 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 **below**.

A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.

**Qualification Requirements**

|  |  |
| --- | --- |
| **Joint Ventures** | The information needed for Bids submitted by joint ventures is as follows: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **Annual Volume** | The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **Experience** | The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following:  *[ Depending on the ES assessment, the experience requirement may include experience in managing relevant ES aspects]*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **Essential Equipment** | The essential equipment to be made available for the Contract by the successful Bidder shall be: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **Key Personnel** | *[Note to the Employer: Include, as appropriate, the requirements for the minimum key personnel to execute the Services, taking into account the nature, scope, complexity and risks of the contract.*  *Where a Project SEA risks are assessed to be substantial or high, the Employer shall include Sexual Exploitation, Abuse and Harassment expert(s)]* |
| **Liquid Assets** | The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **Subcontractors** | Subcontractors’ experience \_\_\_\_\_\_\_\_\_\_\_\_ ***[insert “shall” or “shall not”]*** be taken into account. |

The figures for each of the members of a joint venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture’s Bid.

Subcontractors’ experience and resources ***will not be taken*** into account in determining the Bidder’s compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

**Declaration:** **Environmental and Social (ES) past performance**

***[ Note to the Employer: the decision on whether to require this declaration depends on its relevance to the contract based on the nature and assessed risk of the contract]***

The Bidder ( if joint venture, each member of a joint venture) shall declare, using the form in Section IV, any contract that has been suspended or terminated and/or performance security called by an employer, in the past five years, for reasons of breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations,. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

# Section IV- Bidding Forms

**Table of Forms**

[Letter of Bid 46](#_Toc55398068)

[Bidder Information Form 49](#_Toc55398069)

[Bidder’s JV Members Information Form 50](#_Toc55398070)

[Qualification Information 52](#_Toc55398071)

[Environmental and Social Performance Declaration 55](#_Toc55398072)

[Schedule Forms 57](#_Toc55398073)

[Activity Schedule 58](#_Toc55398074)

[Method Statement 59](#_Toc55398075)

[Work Plan 60](#_Toc55398076)

[Others - Time Schedule 61](#_Toc55398077)

[Form of Bid Security 62](#_Toc55398078)

[Form of Bid Security (Bid Bond) 64](#_Toc55398079)

[Form of Bid-Securing Declaration 66](#_Toc55398080)

Letter of Bid

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

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

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission**: [*insert date (as day, month and year) of Bid submission*]

**IFB No.:** [*insert number of RFB process*]

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

We, the undersigned, declare that:

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

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer’s Country in accordance with ITB 4.7;
4. **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: [*insert a brief description of the Non-Consulting Services*];
5. **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

1. **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

1. **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
3. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, have not been declared ineligible by IsDB,under the Employer’s country laws or official regulations or by an act of compliance with a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union;
5. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
6. **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*(If none has been paid or is to be paid, indicate “none.”)*

1. *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.
2. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
3. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
4. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder**: \*[*insert complete name of the Bidder*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder**: \*\*[*insert complete name of person duly authorized to sign the Bid*]

**Title of the person signing the Bid**: [*insert complete title of the person signing the Bid*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Form ELI 1.1**

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

ICB or ICB/MC No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_\_\_\_

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

|  |
| --- |
| 1. Bidder’s Legal Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member : *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not dependent agency of the Employer » as per the para 1.8.6 c) of IDB Guidelines for Procurement of Goods and Works.   8. Included are the organizational chart, and a list of Board of Directors. |

Bidder’s JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

**Form ELI 1.2**

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

ICB or ICB/MC No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invitation for Bid No.:\_\_\_\_\_\_\_\_\_

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

|  |
| --- |
| 1. Bidder’s Legal Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s legal name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative information  Name: *[insert name of JV’s Member authorized representative]*  Address: *[insert address of JV’s Member authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Member authorized representative]*  Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.  8. Included are the organizational chart, and a list of Board of Directors. |

Qualification Information

|  |  |
| --- | --- |
| **1. Individual Bidders or Individual Members of Joint Ventures** | 1.1 Constitution or legal status of Bidder: [*attach copy]*  Place of registration: [*insert]*  Principal place of business: [*insert]*  Power of attorney of signatory of Bid: [*attach]*  1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: [*insert]*  1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. |

|  |  |  |  |
| --- | --- | --- | --- |
| Project name and country | Name of employer and contact person | Type of Services provided and year of completion | Value of contract |
| (a)  (b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. |

|  |  |  |  |
| --- | --- | --- | --- |
| 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 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1. | | | | | | |
|  | |  | | | | | | |
| Position | | Name | | Years of experience (general) | | Years of experience in proposed position |
| (a)  (b) | |  | |  | |  |
|  | | 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5. | | | | | | |
| Sections of the Services | | Value of subcontract | | Subcontractor  (name and address) | | Experience in providing similar Services | | |
| (a)  (b) | |  | |  | |  | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.  1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.  1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.  1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved. | | | | | |
| Other party(ies) | | Cause of dispute | Details of litigation award | | Amount involved |
| (a)  (b) | |  | |  |  |

|  |  |
| --- | --- |
|  | 1.11 Statement of compliance with the requirements of ITB 4.2.  1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document. |
| **2. Joint Ventures** | 2.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.  2.2 The information in 1.12 above shall be provided for the joint venture.  2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.  2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that  (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;  (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and  (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge. |
| **3. Additional Requirements** | 3.1 Bidders should provide any additional information required **in the BDS**. |

Environmental and Social Performance Declaration

***[Note to the Employer: Include this form if applicable in accordance with Section III]***

*[The following table shall be filled in for the Bidder and each member of a Joint Venture]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Party Name:*[insert* *full name]*ICB or ICB/MC No. and title: *[insert ICB/ICB/MC number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |
| --- | --- | --- | --- |
| Environmental and Social Performance Declaration | | | |
|  **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years.   **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | *…* |
| **Performance Security called by an employer(s) for reasons related to ES performance** | | | |
| Year | Contract Identification | | Total Contract Amount (current value, currency, exchange rate and US$ equivalent) |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for calling of performance security: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]* | | *[insert amount]* |

Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Activity Schedules*** *shall coincide with the List of Non-Consulting Services specified in the Employer’s Requirements.]*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Activity Schedule | | | | | | | |
|  | | Currencies in accordance with ITB 16 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 |
| Service  N° | Description of Services | | Unit | Delivery Date | Quantity and physical unit | Unit price | Total Price per Service  (Col. 5\*6) |
| *[insert number of the Service ]* | *[insert name of Services]* | |  | *[insert delivery date at place of final destination per Service]* | *[insert number of units]* | *[insert unit price per unit]* | *[insert total price per unit]* |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  | | | | | Total Bid Price | |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | |

Method Statement

*[* ***Note to the Employer****: Include the following if applicable in accordance with the Bid Data Sheet 12.1 (i); modify as appropriate]*

*The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.*

*In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer’s Requirements in Section VII.]*

Work Plan

Others - Time Schedule

***(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)***

Form of Bid Security

**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Employer to insert its name and address]*

**Invitation for Bids No:** *[Insert reference number for the Request for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that \_\_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_\_\_\_\_\_ \_ (“the IFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby unconditionally,  i irrevocably and on first demand undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Bidder’s Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)twenty-eight days after the expiry date of the Bid validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, 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.***

Form of Bid Security (Bid Bond)(Not Applicable)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

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

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Employer],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*[[2]](#footnote-3) *[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 or will submit a written Bid to the Employer dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

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

1. withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

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

Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

IFB No.: *[number of Bidding process]*

To: *[complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Employer for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b) having been notified of the acceptance of our Bid by the Employer  prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

# Section V - Eligible Countries

**Eligibility for Procurement of Goods, Works and Non Consulting Services under   
IsDB Project Financing**

In accordance with Para 1.8.1 of the Procurement Policy of the Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, (April 2019 edition, amended from time to time), it is a fundamental policy of IsDB that the Goods, Works and related services provided by the Contractor, and its associates and sub-contractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. The Beneficiary shall advise prospective Bidders that bids will only be considered from Firms that are not subject to these Boycott Regulations. The Bidder shall provide a letter of oath to that effect.

The eligibility of a Firm will be determined during the evaluation process. In cases where Firms withhold information to evade disqualification on account of the eligibility requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such Firm and claim compensation for losses incurred, as a consequence thereof, by the Beneficiary and/or IsDB. IsDB reserves the right not to honor any contract if the supplier or contractor involved is found to be ineligible based on the eligibility requirement stated therein.

For the purpose of eligibility, a Member Country (MC) Firm shall comply with all of the following:

1. *it is established or incorporated in a IsDB MC;*
2. *its principal place of business is located in a IsDB MC; and*
3. *it is more than 50% beneficially owned by a firm or firms in one or more MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

For the purpose of eligibility, a domestic firm of a MC is defined as follows:

1. *it is established or incorporated in the MC where the Services are to be carried out and/or where the Goods are to be delivered;*
2. *its principal place of business is located in the Beneficiary MC; and*
3. *it is more than 50% beneficially owned by a firm or firms in the Beneficiary MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

2. In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITA 4.8(a):  *[insert a list of the countries following approval by IsDB to apply the restriction or state “none”].*

Under ITA 4.8(b):  *[insert a list of the countries following approval by IsDB to apply the restriction or state “none”]*

# Section VI – IsDB Policy – Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, (April 2019 edition, amended from time to time)

**Fraud and Corruption:**

1.15.1 It is IsDB’s policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts[[3]](#footnote-4). In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

1. defines, for the purposes of this provision, the terms set forth as follows:
2. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
3. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
4. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
5. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
6. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB 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 acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.15.1(e) below.
7. will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
8. will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
9. will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures[[4]](#footnote-5), including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
10. to be awarded a IsDB-financed contract; and
11. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
12. will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

Part II – Employer’s Requirement

# Section VII - Activity Schedule

**Objectives**

The objectives of the Activity Schedule are

(a) to provide sufficient information on the quantities of Services 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 Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule 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 Activity Schedule, is high. To facilitate checking by the Employer 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 Services, labor, materials, and 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 Service Provider will be paid for services delivered 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 Service Provider’s profit, overheads, supervision, and other charges.

**Provisional Sums**

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. 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 Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

*These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final documents.*

**Performance Specifications and Drawings**

(**Describe Outputs and Performances, rather than Inputs, wherever possible**)

**Notes on Specifications**

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

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

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Bank’s Procurement Regulations and sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders’ innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Non-Consulting Services that exceed the specified minimum sustainable procurement requirements.

Any applicable environmental and social requirements shall be specified. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions (and the corresponding Particular Conditions if any) and other parts of the specifications.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Beneficiary’s country or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions or Specifications.

**Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Employer prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Employer at least 28 days prior to the date when the Service Provider desires the Employer consent. In the event the Employer determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

*If technical alternatives for parts of the Services are permitted in the bidding document, these parts shall be described in this Section.*

*These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding document.*

Environmental, Social, Health and Safety (ESHS) Requirement

*The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.*

*The Employer should attach or refer to the Employer’s environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Services.*

**Suggested content for an Environmental and Social Policy (Statement)**

*The Services’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Services. The Employer is advised to consult with the IsDB to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people*, etc. *The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

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

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy.*

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

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Services meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children,, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Services;*
7. *work co-operatively, including with end users of the Services, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
10. *minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Services;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

**Minimum Content of ESHS requirements**

*In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:*

1. *project reports e.g. ESIA/ESMP*
2. *consent/permit conditions*
3. *required standards*
4. *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards*
5. *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
6. *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
7. *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA.*
8. *GBV/SEA prevention and management.*

*The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.*

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

**Minimum Requirements for the Bidder’s Code of Conduct**

*[A minimum requirement for the Code of Conduct should be set out by the Employer, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:*

* *project reports e.g. ESIA/ESMP*
* *any particular GBV/SEA requirements*
* *consent/permit conditions* ***(regulatory authority conditions attached to any permits or approvals for the project)***
* *required standards*
* *relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards*
* *relevant sector standards e.g. workers’ accommodation*
* *grievance redress mechanisms.*

*The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and* maintaining *a safe environment etc.]*

*[Amend the following instructions to the Bidder taking into account the above considerations.]*

A satisfactory code of conduct will contain obligations on all Service Provider’s Personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term “child” / “children” means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer’s Personnel, and the Service Provider’s Personnel (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer’s Personnel, and the Service Provider’s Personnel (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence, including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favours, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

* received a copy of the code;
* had the code explained to them;
* acknowledged that adherence to this Code of Conduct is a condition of employment; and
* understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

*A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Service Provider’s Personnel, Employer’s Personnel, and affected persons.*

**Payment for ESHS Requirements**

*The Employer’s ESHS and procurement specialists should consider how the Service Provider will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Service Provider covered under the prices quoted for other Bill of Quantity items. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder’s rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.*

Part III – Conditions of Contract and Contract Forms

# Section VIII - General Conditions of Contract

**Table of Clauses**

[1. General Provisions 83](#_Toc55399074)

[1.1 Definitions 83](#_Toc55399075)

[1.2 Applicable Law 85](#_Toc55399076)

[1.3 Language 85](#_Toc55399077)

[1.4 Notices 85](#_Toc55399078)

[1.5 Location 85](#_Toc55399079)

[1.6 Authorized Representatives 85](#_Toc55399080)

[1.7 Inspection and Audit by the IsDB 86](#_Toc55399081)

[1.8 Taxes and Duties 86](#_Toc55399082)

[2. Commencement, Completion, Modification, and Termination of Contract 86](#_Toc55399083)

[2.1 Effectiveness of Contract 86](#_Toc55399084)

[2.3 Intended Completion Date 87](#_Toc55399085)

[2.4 Modification 87](#_Toc55399086)

[2.5 Force Majeure 88](#_Toc55399087)

[2.6 Termination 88](#_Toc55399088)

[3. Obligations of the Service Provider 90](#_Toc55399089)

[3.1 General 90](#_Toc55399090)

[3.2 Conflict of Interests 91](#_Toc55399091)

[3.3 Confidentiality 92](#_Toc55399092)

[3.4 Insurance to be Taken Out by the Service Provider 92](#_Toc55399093)

[3.5 Service Provider’s Actions Requiring Employer’s Prior Approval 92](#_Toc55399094)

[3.6 Reporting Obligations 92](#_Toc55399095)

[3.7 Documents Prepared by the Service Provider to Be the Property of the Employer 93](#_Toc55399096)

[3.8 Liquidated Damages 93](#_Toc55399097)

[3.9 Performance Security 94](#_Toc55399098)

[3.10 Fraud and Corruption 94](#_Toc55399099)

[3.11 Sustainable Procurement 95](#_Toc55399100)

[3.12 Code of Conduct 95](#_Toc55399101)

[3.13 Training of Service Provider’s Personnel 95](#_Toc55399102)

[3.14 Security of the Site 96](#_Toc55399103)

[3.15 Protection of the Environment 96](#_Toc55399104)

[3.16 Cultural Heritage Findings 97](#_Toc55399105)

[4. Service Provider’s Personnel 97](#_Toc55399106)

[4.1 Description of Personnel 97](#_Toc55399107)

[4.2 Removal and/or Replacement of Personnel 97](#_Toc55399108)

[4.3 Service Provider’s Personnel 98](#_Toc55399109)

[5. Obligations of the Employer 102](#_Toc55399110)

[5.1 Assistance and Exemptions 102](#_Toc55399111)

[5.2 Change in the Applicable Law 102](#_Toc55399112)

[5.3 Services and Facilities 102](#_Toc55399113)

[6. Payments to the Service Provider 102](#_Toc55399114)

[6.1 Lump-Sum Remuneration 102](#_Toc55399115)

[6.2 Contract Price 102](#_Toc55399116)

[6.3 Payment for Additional Services, and Performance Incentive Compensation 102](#_Toc55399117)

[6.4 Terms and Conditions of Payment 102](#_Toc55399118)

[6.5 Interest on Delayed Payments 103](#_Toc55399119)

[6.6 Price Adjustment 103](#_Toc55399120)

[6.7 Dayworks 104](#_Toc55399121)

[7. Quality Control 104](#_Toc55399122)

[7.1 Identifying Defects 104](#_Toc55399123)

[7.2 Correction of Defects, and 104](#_Toc55399124)

[8. Settlement of Disputes 105](#_Toc55399125)

[8.1 Amicable Settlement 105](#_Toc55399126)

[8.2 Dispute Settlement 106](#_Toc55399127)

**Section** **VIII - General Conditions of Contract**

## 1. General Provisions

|  |  |
| --- | --- |
| 1.1 Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   1. The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder. 2. “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;   (c) “Bank” means the Islamic Development Bank (IsDB);  (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer  (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;  (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;  (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.  (h) “Employer” means the party who employs the Service Provider  (i) “Employer’s Personnel” meansall staff, labor and other employees of the Employerengaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service provider.  (j)“ES” means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).  (k) “Foreign Currency” means any currency other than the currency of the country of the Employer;  (l) “GCC” means these General Conditions of Contract;  (m) “Government” means the Government of the Employer’s Country;  (n) “Local Currency” means the currency of the country of the Employer;  (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;  (p) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;  (q) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;  (r) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer  (s) “Service Provider’s Personnel” meansall personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;  (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;  (u) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer  (v) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.  (w)“Sexual Exploitation and Abuse” “(SEA)” means the following:  Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.  (x)“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;  (y) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4. |
| 1.2 Applicable Law | The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC).** |
| 1.3 Language | This Contract has been executed in the language **specified in the SCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.4 Notices | Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.** |
| 1.5 Location | The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve. |
| 1.6 Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.** |
| 1.7 Inspection and Audit by the IsDB | Pursuant to paragraph e. of Appendix to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank.. The Service Provider’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).  The Service Provider shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Plant. The Service Provider shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, obstruction or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank |
| 1.8 Taxes and Duties | The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. |

## 2. Commencement, Completion, Modification, and Termination of Contract

|  |  |
| --- | --- |
| 2.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.** |
| 2.2 Commencement of Services |  |
| 2.2.1 Program | Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.  The Services shall be carried out in accordance with the approved Program as updated. |
| 2.2.2 Starting Date | The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.** |
| 2.3 Intended Completion Date | Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities. |
| 2.4 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank, as the case may be, has been obtained. |
| 2.4.1 Value Engineering | The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;  (a) the proposed change(s), and a description of the difference to the existing contract requirements;  (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and  (c) a description of any effect(s) of the change on performance/functionality.  The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:  (a) accelerates the delivery period; or  (b) reduces the Contract Price or the life cycle costs to the Employer; or  (c) improves the quality, efficiency, safety or sustainability of the services; or  (d) yields any other benefits to the Employer,  without compromising the necessary functions of the Services.  If the value engineering proposal is approved by the Employer and results in:  (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or  (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price. |
| 2.5 Force Majeure |  |
| 2.5.1 Definition | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. |
| 2.5.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.5.3 Extension of Time | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| 2.5.4 Payments | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| 2.6 Termination |  |
| 2.6.1 By the Employer | The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:  (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;  (b) if the Service Provider become insolvent or bankrupt;  (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or  (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph a. of the Appendix to the GCC, in competing for or in executing the Contract |
| 2.6.2 By the Service Provider | The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:  (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or  (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days. |
| 2.6.3 Suspension of Financing | In the event that the Bank suspends the financing to the Employer, from which part of the payments to the Service Provider are being made: |
|  | (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the Bank’s suspension notice.  (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice. |
| 2.6.4 Payment upon Termination | Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:  (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;  (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider’s Personnel. |

## 3. Obligations of the Service Provider

|  |  |
| --- | --- |
| 3.1 General | The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.  The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider’s Personnel employed for the execution of Services at the locations in the Employer’s country where the Services are executed.  If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.  The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.  The health and safety manual shall set out any applicable health and safety requirement under the Contract,   1. which may include: 2. the procedures to establish and maintain a safe working environment; 3. the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards); 4. the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, 5. the measures to be implemented to avoid or minimize the spread of communicable diseases; and 6. any other requirements stated in the Employer’s Requirements.   The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Subcontractors or third parties.  The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12. |
| 3.2 Conflict of Interests |  |
| 3.2.1 Service Provider Not to Benefit from Commissions and Discounts. | The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider’s sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider’s Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. |
| 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project | The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| 3.2.3 Prohibition of Conflicting Activities | Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider’s Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| 3.3 Confidentiality | The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer. |
| 3.4 Insurance to be Taken Out by the Service Provider | The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 3.5 Service Provider’s Actions Requiring Employer’s Prior Approval | The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:  (a) entering into a subcontract for the performance of any part of the Services,  (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),  (c) changing the Program of activities; and  (d) any other action that may be **specified in the SCC.** |
| 3.6 Reporting Obligations | The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.  If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.  The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer’s country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Service Provider’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.  The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Service Provider’s, its Subcontractors’ and suppliers’ Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.  The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause. |
| 3.7 Documents Prepared by the Service Provider to Be the Property of the Employer | All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.** |
| Liquidated Damages |  |
| 3.8.1 Payments of Liquidated Damages | The Service Provider shall pay liquidated damages to the Employer 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 Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities. |
| 3.8.2 Correction for Over-payment | If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5. |
| 3.8.3 Lack of performance penalty | If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.** |
| 3.9 Performance Security | If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the** **SCC** and no later than the date specified in the Letter of acceptance.  As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.  The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee. |
| 3.10 Fraud and Corruption | The IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GC.  The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 3.11 Sustainable Procurement | The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC. |
| 3.12 Code of Conduct | The Service Provider shall have a Code of Conduct for the Service Provider’s Personnel employed for the execution of the Services at the locations in the Employer’s country where the Services are provided.  The Service Provider shall take all necessary measures to ensure that each Service Provider’s Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.  These measures include providing instructions and documentation that can be understood by the Service Provider’s Personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.  The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer’s country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider’s Personnel, Employer’s Personnel and the local community.  The Service Provider’s Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations. |
| 3.13 Training of Service Provider’s Personnel | The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.  As stated in the Employer’s Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider’s Personnel to be trainedon applicable ES aspects of the Contract by the Employer’s Personnel and/or other personnel assigned by the Employer.  The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider’s Personnel. |
| 3.14 Security of the Site | **Unless stated otherwise in the SCC**, the Service Provider shall be responsible for the security at the locations in the Employer’s country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.  **If required in the SCC**, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer’s No-objection a security management plan that sets the security arrangements for the locations in the Employer’s country where the Services are executed.  In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer’s Requirements.  The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider’s personnel, Employer’s personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer’s Reqquirements.  The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. |
| 3.15 Protection of the Environment | As applicable, the Service Provider shall take all necessary measures to:   * + 1. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and     2. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider’s operations and/ or activities.   The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer’s Requirements, nor those prescribed by applicable laws.  In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider’s operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer. |
| 3.16 Cultural Heritage Findings | All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer’s country where the Services are carried out shall be placed under the care and custody of the Employer.  As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it. |

## 4. Service Provider’s Personnel

|  |  |
| --- | --- |
| 4.1 Description of Personnel | The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer. |
| 4.2 Removal and/or Replacement of Personnel | (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.  (b) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider’s Personnel, who:   1. persists in any misconduct or lack of care; 2. carries out duties incompetently or negligently; 3. fails to comply with any provision of the Contract; 4. persists in any conduct which is prejudicial to safety, health, or the protection of the environment; 5. based on reasonable evidence, is determined to have engaged in Corrupt or Fraudulent practices during the execution of the Contract; 6. has been recruited from the Employer’s Personnel; 7. undertakes behavior which breaches the Code of Conduct (ES), as applicable.   As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.  Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider’s Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.  (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. |
| 4.3 Service Provider’s Personnel | Engagement of Service Provider’s Personnel  The Service Provider shall make arrangements for the engagement of the Service Provider’s Personnel.  The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.  Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer’s country.  The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.  Persons in the Service of Employer  The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer’s Personnel.  Labor Laws  The Service provider shall comply with all the relevant labor laws applicable to the Service Provider’s Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.  The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.  The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.  Rates of Wages and Conditions of Labor  The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.  The Service Provider shall inform the Service Provider’s Personnel about their liability to pay personal income taxes in the Employer’s country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.  Facilities for Service Provider’s Personnel  If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider’s Personnel employed for the execution of the Contract at the locations in the Employer’s country where the Services are provided.  In the event of the death of any of the Service Provider’s Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.  Workers’ Organizations  In countries where the relevant labor laws recognize workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organizations, the Service Provider shall enable alternative means for the service provider’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider’s Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce.  Non-Discrimination and Equal Opportunity  The Service Provider shall not make decisions relating to the employment or treatment of Service Provider’s Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider’s Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.  Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).  Forced Labor  The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.  No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.  Child Labor  The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).  The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer’s consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. |

## 5. Obligations of the Employer

|  |  |
| --- | --- |
| 5.1 Assistance and Exemptions | The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.** |
| 5.2 Change in the Applicable Law | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be. |
| 5.3 Services and Facilities | The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F. |

## 6. Payments to the Service Provider

|  |  |
| --- | --- |
| 6.1 Lump-Sum Remuneration | The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3. |
| 6.2 Contract Price | (a) The price payable in local currency is **set forth in the SCC.**  (b) The price payable in foreign currency is set **forth in the SCC.** |
| 6.3 Payment for Additional Services, and Performance Incentive Compensation | * + 1. For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.     2. **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix. |
| 6.4 Terms and Conditions of Payment | Payments will be made to the Service Provider according to the payment schedule **stated in the SCC.** **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due. |
| 6 |  |
| 6.6 Price Adjustment | 6.6.1 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, after 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:  **Pc = Ac + Bc Lmc/Loc + Cc Imc/Ioc**  Where:  Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.  Ac , Bc and Cc are coefficients specified in the SCC, representing: Ac the nonadjustable portion; Bc  the adjustable portion relative to labor costs and Cc the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and  Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.  Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.  If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.  6.6.2 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. |
| 6.7 Dayworks | 6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.  6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.  6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2 |

## 7. Quality Control

|  |  |
| --- | --- |
| 7.1 Identifying Defects | The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC.** The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**. |
| Correction of Defects, and **Lack of Performance Penalty** | (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.  (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.  (c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8. |

## 8. Settlement of Disputes

|  |  |
| --- | --- |
| 8.1 Amicable Settlement | The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |

|  |  |
| --- | --- |
| 8.2 Dispute Settlement | 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.  8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.  8.2.3 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 Employer and the Service Provider, 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 will be final and binding.  8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:  (a) For contracts with foreign Service Providers:  **unless otherwise specified in the SCC**; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;  and  (b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.  8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, 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 |

**APPENDIX**

IsDB’s Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, (April 2019 edition, amended from time to time)

**Fraud and Corruption:**

1.15.1 It is IsDB’s policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts[[5]](#footnote-6). In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

1. defines, for the purposes of this provision, the terms set forth as follows:
2. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
3. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
4. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
5. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
6. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB 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 acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.15.1(e) below.
7. will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
8. will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
9. will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures[[6]](#footnote-7), including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
10. to be awarded a IsDB-financed contract; and
11. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
12. will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

# 

# 

# Section IX - Special Conditions of Contract

| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| --- | --- |
| **1.1** | The words “in the Government’s country” are amended to read “in *[name of country]*.” |
| **1.1(a)** | The Adjudicator is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.1(e)** | The contract name is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **1.1(h)** | The Employer is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.1(o)** | The Member in Charge is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.1(q)** | The Service Provider is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.2** | The Applicable Law is: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.3** | The language is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **1.4** | The addresses are:  Employer:  Attention:  Telex:  Facsimile:  Service Provider:  Attention:  Telex:  Facsimile: |
| **1.6** | The Authorized Representatives are:  For the Employer:  For the Service Provider: |
| **2.1** | The date on which this Contract shall come into effect is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **2.2.2** | The Starting Date for the commencement of Services is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **2.3** | The Intended Completion Date is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **2.4.1** | If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be \_\_\_% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. |
| **3.1** | [*State:* “health and safety manual is/is not required*” and delete the option that is not applicable.*] |
| **3.2.3** | Activities prohibited after termination of this Contract are: \_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.4** | The risks and coverage by insurance shall be:  (i) Third Party motor vehicle  (ii) Third Party liability  (iii) Employer’s liability and workers’ compensation  (iv) Professional liability  (v) Loss or damage to equipment and property |
| **3.5(d)** | The other actions are .] |
| **3.7** | Restrictions on the use of documents prepared by the Service Provider are:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.8.1** | The liquidated damages rate is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* per day  The maximum amount of liquidated damages for the whole contract is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* percent of the final Contract Price. |
| **3.8.3** | The percentage *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* to be used for the calculation of Lack of performance Penalty(ies) is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **3.9** | A Performance Security *[ insert “shall” or “shall not” be required]*  If required, the Performance Security shall be in the form of: *[insert “a Bank Guarantee” or” a Performance Bond”]*  *[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]*  *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser’s perceived risk and impact of non-performance by the Service provider. A 10% percentage is used under normal circumstances]*  If required, the Performance security shall be denominated in *[insert “a freely convertible currency acceptable to the Purchaser” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]* |
| **3.11** | *[Delete if not applicable]* *Insert any sustainable procurement contractual provisions if applicable. Refer to the IsDB Procurement Guidelines and the sustainable procurement guidance notes*  The following sustainable procurement contractual provisions apply: |
| **3.13** | [ *State if the Service Provider shall not be responsible for the security at the locations in the Employer’s country where the Services are carried out*;  *If the Service Provider is responsible for the security at the locations in the Employer’s country where the Services are carried out*, state: The Service Provider *( shall/shall not; select either option and delete the other)* submit a security management plan.] |
| **5.1** | The assistance and exemptions provided to the Service Provider are:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **6.2(a)** | The amount in local currency is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **6.2(b)** | The amount in foreign currency or currencies is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **6.3.2** | The performance incentive paid to the Service Provider shall be: \_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **6.4** | Payments shall be made according to the following schedule:   1. Advance for Mobilization, Materials and Supplies: \_\_\_\_\_ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.  * Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: * \_\_\_\_\_\_\_(indicate milestone and/or percentage) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * \_\_\_\_\_\_\_(indicate milestone and/or percentage) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and * \_\_\_\_\_\_\_(indicate milestone and/or percentage) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.   * The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. * The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized. |
| **6.5** | Payment shall be made within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*days in the case of the final payment.  The interest rate is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **6.6.1** | Price adjustment is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* in accordance with Sub-Clause 6.6.  The coefficients for adjustment of prices are *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*:  (a) For local currency:  AL is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  BL is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  CL  is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Lmc and Loc are the index for Labor from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Imc and Ioc are the index for *\_\_\_\_\_\_\_\_*  from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  (b) For foreign currency  AF is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  BF is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  CF is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Lmc and Loc are the index for Labor from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Imc and Ioc are the index for *\_\_\_\_\_\_\_*  from *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **7.1** | The principle and modalities of inspection of the Services by the Employer are as follows: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  The Defects Liability Period is  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |
| **8.2.3** | The Adjudicator is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, who will be paid a rate of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* per hour of work. The following reimbursable expenses are recognized: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **8.2.4** | Rules of arbitration  GCC 8.2.4 (a) *[insert either “shall” or “shall not”] \_\_\_\_\_\_\_\_\_*apply.  *[Insert rules of arbitration if different from those of the International Chamber of Commerce.]*  GCC Sub-Clause 8.2.4 (b): *[insert either “shall” or “shall not”] \_\_\_\_\_\_\_\_\_apply.*  *[GCC 8.2.4 (a) shall be retained in the case of a Contract with a foreign Service Provider. GCC 8.2.4 (b) shall be retained in the case of a Contract with a domestic Service Provider.]*  *[insert place of arbitration if GCC 8.2.4 (a) applies]* |
| **8.2.5** | The designated Appointing Authority for a new Adjudicator is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |

**Appendices**

Appendix A - Description of the Services

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

Appendix B - Schedule of Payments and Reporting Requirements

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

Appendix C - Key Personnel and Subcontractors

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*

*C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*

*C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

## 

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:*

*1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

*2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

Appendix E - Breakdown of Contract Price in Local Currency

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:*

*1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

*2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

Appendix F - Services and Facilities Provided by the Employer

Appendix G - Performance Incentive Compensation Appendix

**Performance Incentive Compensation Appendix Provisions**

**ARTICLE 1- GENERAL**

**1.1 Documents Comprising the Performance Incentive Compensation Appendix**

**The Performance** Incentive Compensation Appendix consists of:

(a) the Performance Incentive Compensation Appendix Provisions;

(b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and

(c) Attachment #2 Incentive Compensation Charts 1-[ ].

**ARTICLE** 2- **THE PERFORMANCE INCENTIVE COMPENSATION**

**2.1 Performance Incentive Compensation Limits**

(1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of $[ ] U.S. over the term of the Contract.

(2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.

(3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.

(4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of $[ ] U.S. per Contract Year maximum will not be increased.

(5) For the purpose of calculating the equivalency of $[ ] U.S. and $[ ] U.S. pursuant to Sections 2.1(l) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

**ATTACHMENT # 1 – APPENDIX G**

**INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

***[SAMPLE: This part is to be designed on a case by case approach]***

**PART A** - **THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE COMPENSATION IN EACH CONTRACT YEAR**

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

**Compensation** = **Composite Score × 0.2** × **Maximum Annual Incentive Compensation**

Where:

(i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and

(ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

**PART B** - **THE METHOD FOR CALCULATING THE COMPOSITE SCORE**

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores **for the Performance Criteria**

Where:

(i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;

(ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to I (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;

(iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and

(iv) If the Service Provider’s actual performance in a Contract Year,

(a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;

(b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or

(c) is in between the technical standards for two Criterion Values, then the Criterion Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

(a) if the Service Provider’s actual performance in a Contract Year is less than the technical standard for a “Fair” Criterion Value, then the Criterion Value shall be zero;

(b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and

(c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

**Sample Incentive Compensation Chart**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Performance Criterion** | | Units | **Criterion Values** | | | | |
| Weight | | | | |
| Excellent | Very Good | Good | Fair | Poor |
| 1. | e.g. **Electricity use** [% reduction in kW. hr consumed from Base Year] | 0.30 | 65 | 55 | 50 | 40 | 30 |
| 2 | **[Criterion 2 ]** [ ] | 0.25 | 20 | 19 | 17 | 16 | 15 |
| 3. | **[Criterion 3 ]** [ ] | 0.15 | 30 | 25 | 20 | 15 | 10 |
| 4. | **[Criterion** ~ **]** [ ] | 0.30 | 90 | 85 | 80 | 75 | 70 |

The following table demonstrates the procedure for the calculation of the “**Composite Score**”, if at the end of the year the achievements of the Service Provider are as follows:

|  |  |  |
| --- | --- | --- |
| 1. | [e.g. Electricity use] | 57 |
| 2. | [Criterion 2] | 22 |
| 3. | [Criterion 3] | 29 |
| 4. | [Criterion 4] | 69 |

**Performance Incentive Compensation Appendix**

**Chart** 1

**Performance Incentive Obligations**

**Year** [1]

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Services** | |  |  | **Criterion Values** | | | | |
| **Apndx. Ref.** | **Performance Criterion** | **Units** | **Weight** | **Excellent**  **5** | **Very Good**  **4** | **Good**  **3** | **Fair**  **2** | **Poor**  **1** |
|  | **[Development of Plans and Programs1 ]** | Quality and Timeliness | [0 45] | Completed on time with no need for revision to the substance of the document | N/A | N/A | Completed on time but requires revision to the substance of the document | N/A |
|  | [**Energy Management]** | % reduction of kilowatt hours of electricity per unit produced from Base Year | [0.25] | 4 | 3.5 | 3 | 2.5 | 2 |
|  | **[Computerized** **Billing and Collection System]** | number of days after the Starting Date until the computerized billing and collection system is in place | [0.30] | 140 | 150 | 160 | 170 | 180 |

**[Note: The chart is a sample only.]**

**(1)** In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER’s PERSONNEL

# Section X - Contract Forms

Table of Forms

[Notification of Intention to Award 121](#_Toc55399438)

[Letter of Acceptance 125](#_Toc55399439)

[Form of Contract Agreement 126](#_Toc55399440)

[Performance Security 129](#_Toc55399441)

[Advance Payment Security 133](#_Toc55399442)

Notification of Intention to Award

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

**[*Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form*]**

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

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

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

**Notification of Intention to Award**

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

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

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

**Country:** *[insert country where RFB is issued]*

**Financing No.:** *[insert reference number for financing]*

**ICB No:** *[insert ICB reference number from Procurement Plan]*

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

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Bidder*] |
| **Address:** | [*insert address* *of the successful Bidder*] |
| **Contract price:** | [*insert contract price* *of the successful Bid*] |

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

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Bid price** | **Evaluated Bid price**  **(if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

1. **Reason/s why your Bid was unsuccessful**

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

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information see the Procurement Guidelines (Annex B). You should read these provisions before preparing and submitting your complaint..  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information required by the Procurement Guidelines (as described in Annex B). |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

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

On behalf of the Employer:

**Signature:** ­­­­­­­­­­­­­­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service Provider]*

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* , included in Section X, - Contract Forms, of the bidding document.

|  |
| --- |
| **Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Employer. |

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

**or**

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

**or**

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Form of Contract Agreement

*[letterhead paper of the Employer]*

**Lump-Sum Remuneration**

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[***Note****: In the text below text in brackets is optional; all notes should be deleted in final text*. *If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;

(c) the Employer has received [*or* has applied for] a financing from the Islamic Development Bank (hereinafter called the “Bank”) towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the financing, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the financing or have any claim to the financing proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

(a) the Letter of Acceptance;

(b) the Service Provider’s Bid

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Specifications;

(f) the Priced Activity Schedule; and

(g) The following Appendices: [***Note****: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

Appendix H: Code of Conduct for Service Provider’s Personnel

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

*[Authorized Representative]*

[***Note****: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Service Provider

*[name of member]*

*[Authorized Representative]*

Performance Security

**Bank Guarantee**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that \_ *[insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of \_ *[insert name of contract and brief description of the Non-Consulting Services]* (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 Applicant, we as Guarantor, hereby unconditionally, irrevocably and on first demand undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures]   
( ) [insert amount in words],[[7]](#footnote-8)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand.

This guarantee shall expire, no later than the …. Day of ……, 2…[[8]](#footnote-9)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

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

Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting Services]* (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby unconditionally, irrevocably and on first demand undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words][[9]](#footnote-10)1* upon receipt by us of the Beneficiary’s complying demand.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified 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 ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

.

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

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

**Annex :IsDB AML/CFT/KYC/Questionnaire/Form**

**IsDB Group1 AML & KYC Questionnaire (Non-Financial Institutions)**

The following questions are intended to assist the Members of the Islamic Development Bank Group (*hereinafter referred to as” IDBG*”) in their respective customers due diligence. It seeks to collate and document information on the Anti-Money Laundering & Financing of Terrorism Policies & Procedures implemented by their respective customers, professional intermediaries, correspondent banks, consultants and non-governmental organizations.

# General Information

* 1. **General Entity Information**

|  |  |
| --- | --- |
| Name of the institution |  |
| Country of incorporation or registration |  |
| Registration / License Number |  |
| Legal Form  *(for example Public Limited Company, Joint Stock Company, Partnership,* limited or unlimited liability etc.) |  |
| Address of Head Office |  |
| Website addresses |  |
| Main activities |  |
| Telephone |  |
| Fax |  |
| Name |  |
| Email Address |  |

* 1. **Ownership Structure**
     1. What is the authorized and issued share capital of your institution? Authorised Capital: Issued Share Capital:
     2. Name of persons or any legal entity who owns or control more than 10% of the shares of you institution.
     3. Are the shares of the institution divided in to several classes? Yes No NA If yes, list the classes of shares (whether ordinary, preferred, bearer or registered shares):

1 Each of the Islamic Development Bank (IsDB), Islamic Corporation for the Insurance of Investment and Export Credit (ICIEC), Islamic Corporation for the Development of the Private Sector (ICD), and International Islamic Trade Finance Corporation (ITFC); is a supra-national, inter-governmental self-regulated of international financial institutions established under its respective Articles of Agreements, having their headquarters in Jeddah, Kingdom of Saudi Arabia (all together are refer to as IsDB Group).

* + 1. Is your institution publicly traded? Yes No NA

If your answer is “Yes,” please list Exchange & Symbol of your institution.

* + 1. Does your Entity have branches or subsidiaries? If so, does this questionnaire apply also to your Branches/subsidiaries?
    2. Have there been any significant changes in ownership (exceeding 25%) over the last five years? If yes, please provide details.

# Anti-Money Laundering & Financing Terrorism Controls (AML/CFT)

|  |  |  |  |
| --- | --- | --- | --- |
| **I. *General AML Policies, Practices and Procedures*** | YES | NO | N/A |
| 1. Are there laws / regulations designed to prevent and deal with money laundering and terrorist financing in the country of incorporation of your company or institution?  If yes, please list the names of the relevant laws: |  |  |  |
| 2. Has your institution developed written policies and procedures to prevent detect and report suspicious transactions/terrorist financing activities? |  |  |  |
| 3.Does your AML/CFT policy meet the requirement of local laws and the FATF standards? |  |  |  |
| 4.Does these laws and regulations prohibit your institution from conducting business with or on behalf shell companies. |  |  |  |
| 5.Is your AML/CFT policy approved by the board of your institution or by a senior committee? |  |  |  |
| 6. Does your policy require you to identify the source of your customers’ funds or income? |  |  |  |
| 7. Does your institution collect information regarding its customers’ business activities and assess its customers’ AML policies or practices? |  |  |  |
| 8. Is your institution subject to the supervision of any regulatory authority? If yes, please give the name of the supervisory/regulatory authority. |  |  |  |
| 9. Please give the name of the authority to which you must report in case of a suspicion of money laundering and terrorist financing: |  |  |  |
| 10. In addition to inspections by the government supervisors/regulators, does your institution have an internal audit function or other independent third party that assesses AML policies and practices on a regular basis? |  |  |  |
| 11. Does your Entity have an established Anti-bribery and corruption Policy (If yes, please provide a copy) |  |  |  |
| 12. Does your institution have policies to cover relationships with Politically Exposed Persons (PEPs), their families and close associates? |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| 13. Does your institution have appropriate record retention procedures pursuant to applicable laws?  If yes, please state the period of time for which records are kept. |  |  |  |
| **II. *Risk Assessment*** | YES | NO | N/A |
| 14. Does your institution have a risk-based assessment of customer base and their transactions? |  |  |  |
| 15. Does your institution determine the appropriate level of enhanced due diligence necessary for those categories of customers and transactions that your institution has reason to believe pose a heightened risk of illicit activities? |  |  |  |
| **III. *Know Your Customer, Due Diligence and Enhanced Due Diligence*** | YES | NO | N/A |
| 16. Does your institution require the verification of identification information for all customers and counterparties (individuals or entities) at the establishment of the relationship? (such as; name, nationality, address, telephone number, occupation, age/date of birth, number and type of valid official identification, as well as the name of the country/state that issued it)? |  |  |  |
| 17. Does your institution have procedures to establish a record for each new customer that contains their respective identification documents and ‘Know Your Customer’ information? |  |  |  |
| 18. Does your customer identification program require that enhanced due diligence be conducted regarding certain customers that may present a heightened level of money laundering and terrorist financing risk to your institution, such as international private banking and correspondent banking customers, or customers from high risk money laundering and terrorist financing jurisdictions? |  |  |  |
| 19. Does your institution have a periodic process to review and, where appropriate, update high-risk customer information? |  |  |  |
| ***IV. Reportable Transactions and Prevention and Detection of Transactions with Illegally Obtained Funds*** | YES | NO | N/A |
| 20. Does your institution have policies or practices for the identification and reporting of transactions that are required to be reported to the authorities? |  |  |  |
| **V. *Transaction Monitoring*** |  |  |  |
| 21. Does your institution have a monitoring program for unusual and potentially suspicious activities that could expose your institution to any ML/FT risks. |  |  |  |
| 22. Does your institution filter payments against relevant United Nations sanctions lists? |  |  |  |
| **VI. *AML Training*** | YES | NO | N/A |
| 1. Does your Institution provide AML/CTF/Sanctions & Embargoes training to relevant employees that includes:    * Identification and reporting of transactions that must be reported to government authorities. |  |  |  |
| * Examples of different forms of money laundering involving the institution’s products and services. * International, national, and internal policies to prevent money laundering. If yes, how frequent are these trainings? |  |  |  |
| 24 Does your institution retain records of its training sessions including attendance records and relevant training materials used? |  |  |  |
| 25. Does your institution have policies to communicate new AML/CTF/Sanctions & Embargoes related laws or changes to existing AML/CTF/Sanctions & Embargoes related policies or practices to relevant employees? |  |  |  |
| 26. Does your Institution employ third parties to carry out some of the AML/CFT/ Sanctions & Embargoes functions of the institution?  If YES Kindly answer below question. |  |  |  |
| **VI. Additional Information/documents** | | | |
| Please attach the following documents along with this form:   * License /Certificate of Registration; * By-law / Articles of Association. * AML / CFT / KYC Policy / Guidelines; * List of Shareholders / owners and their respective shareholding percentage * List of Board of Directors (or Trustees) including their nationalities & shareholders they represent * List of Management Team indicating their respective positions and the number of years of service. * Annual Report & Financial Statement. | | | |

I hereby confirm that the statements given above are true and correct. I also confirm that I am authorized to complete this document.

Name : Signature :

Title

Date : Official Seal

1. Including eligibility criteria for participation in the supply of goods, works and related services. [↑](#footnote-ref-2)
2. The amount of the Bond shall be denominated in the currency of the Employer’s Country or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-3)
3. In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper. [↑](#footnote-ref-4)
4. A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. [↑](#footnote-ref-5)
5. In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper. [↑](#footnote-ref-6)
6. A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. [↑](#footnote-ref-7)
7. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-8)
8. *2 Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider 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 Service Provider 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 Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-9)
9. 1 *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 Employer.* [↑](#footnote-ref-10)