

**Standard Document**

**for International Public Bidding**

**Procurement of Works**

**With resources from the Central American Bank for Economic Integration**

**One Stage – One Envelope**

**(Without Prequalification)**

**Introduction**

***(This instruction sheet should not be part of the Bidding Document, as should the red-marked texts, which are intended solely to guide the Contracting Party on the text that should appear instead.)***

Based on the update of the Regulation for the application of the Procedures for the Procurement of Goods, Works, Non-Consulting and Consulting Services with Resources of the Central American Bank for Economic Integration, available on the website: [www.bcie.org](http://www.bcie.org), it has updated this document containing the standard guidelines for the preparation of the International Public Bidding Documents for the procurement of goods and services with CABEI resources, for those cases in which no prequalification of bidders has been carried out.

This method contemplates that the competitive bidding is carried out in one stage and through the presentation of one envelope, that is to say that the bidders will be requested in a single process, i) the documents that demonstrate their legal, administrative, financial capacities and experience and, ii) technical and financial bid.

This document should be used in international public bidding described in the Policy Implementation Rules as one stage-one-envelope.

The standard bidding document (SBD) is divided into six sections:

1. Instructions to Bidders (ITB),
2. Bidding Data (BD),
3. Evaluation Criteria,
4. Bidding Forms,
5. Requirements for Goods and Related Services,
6. General Conditions of the Contract (GCC) and Particular Conditions of the Contract (PCC) and Contract forms

The information contained in the ITBs and GCC are the only ones in the six sections that are not subject to change, while in the BD, Evaluation Criteria, Bidding Forms, Requirements for Related Goods and Services and Particular Contract Conditions, the specific conditions and requirements of the process must be included for each procurement process and the forms that apply to the case.

For section III Evaluation Criteria, the Contracting Party must define and establish in detail the aspects and criteria that will be evaluated, as well as the qualifications to be granted so that the bidders can know how the bids will be evaluated and how the most suitable bid will be selected. These evaluation criteria shall be developed in accordance with the expectations of the works to be contracted as detailed in the technical specifications with the aim of selecting the appropriate contractor to perform the work.

Section IV Bidding Forms contains the forms for the presentation of information that allow to review and analyze the capacities and background of the bidders, the curriculum vitae of the proposed key personnel, equipment available and works completion schedule and the financial bid form. Only forms that apply to you specifically to the process will be included in this section.

The Contracting Party will prepare the SBD and agree with CABEI the adjustments that are of the convenience of the operation and the bidding process to be carried out.

This document is made public through the Bank's website and before preparing a Bidding Document, the user must be aware of CABEI's policy and its procurement rules that are in force.

The text that appears in red and italics refer to information or data of the process that must be adapted to each case or instructions by the Contracting Party and must be deleted as part of the respective bidding document.

**Standard Bidding Document**

**Summary**

Introduction

Model of Specific Procurement Notice

The attached model corresponds to the notice to be used by the borrower for the bidding process of one stage - one envelope.

**Bidding Document: Single Envelope Bidding Process**

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

This section provides information to assist bidders in preparing their bids. It is based on a single envelope bidding process. It also provides information on the submission, opening and evaluation of bids and the award of contracts. **The provisions of Section I should be used without modification.**

**Section II. Bidding Data (BD)**

This section sets out the particular requirements for the specific procurement and supplements the information included in Section I, Instructions to Bidders.

**Section III. Evaluation Criteria**

This section details the criteria and requirements to be used to evaluate the bids to determine the more convenient bid.

**Section IV. Bidding Forms**

This section provides the forms necessary for the submission of the bids, the list of Bill of quantities or activities schedule that the Bidder must complete and submit as part of its Bid.

**Section V. Technical Specifications**

This section includes clear and precise specifications so the bidders can comply realistically and competitive with the conditions set by the Contracting Party without having to include in their bids, objections, or conditions.

**Section VI. General Conditions of Contract (GCC), Particular Conditions of Contract (PCC) and Contract forms.**

**The General Conditions of Contract (GCC)** contains the General Conditions of Contract clauses which will be applied to all contracts. **The text of the General Conditions of Contract clauses in this section shall not be modified.**

**Particular Conditions of Contract (PCC),** this section contains specific information for the contract. The content of this section modifies or supplements the General Conditions and must be prepared by the Contracting Party.

**Contract Forms,** contains the Letter of Acceptance, and other relevant forms.

**Model of Specific Procurement Notice**

***(Indicate the name of the bidding process)***

***N. º ------ (Procurement number)***

**One Stage-One Envelope**

***Date:***

1. **SOURCE OF RESOURCES**

The Central American Bank for Economic Integration (CABEI), as part of the services it provides to its beneficiary partner countries, is granting financing ***(indicate if it is total or partial)*** for the Procurement of ***(indicate the name of the bidding process)***, within the framework of (name of the operation for which the Bank has approved resources*).*

1. **EXECUTING AGENCY AND CONTRACTING PARTY OF THE BIDDING PROCESS** 
   1. Contracting Party’s background (brief description).

The *(Indicate the name of the Contracting Party),* is responsible for the present Procurement process for which invites eligible construction companies to submit bids for this procurement in a sealed envelope.

* 1. The Contractor will be selected through international competition in accordance with the procedures of the Central American Bank for Economic Integration as established in the Procurement Policy for Procurement of Goods, Works, Services and Consultancies with CABEI resources and its Regulations, which can be found on the following web site: <https://www.bcie.org>.

1. **PRESENTATION OF THE PROCUREMENT PROCESS**
   1. General Objectives of the Procurement (briefly describe).
   2. The Contracting Party makes available to interested parties all the documentation related to this Procurement necessary for the preparation of bids.

Such information will be available free of charge:

1. For download on the website*:*
2. Physically in: (*Specify place, date, and time so that interested bidders can obtain the documentation of the case).*

*If there is a cost to obtain the documents, it must be indicated that this cost is Non-Refundable. The charge must be nominal only and amount to the amount necessary to cover printing and shipping costs.*

* 1. Bids must be submitted to the address indicated below *(indicate the address at the end of this notice)[[1]](#footnote-1)* no later than *(Indicate date and time).*

Electronic submission of bids will be (or will be not) permitted. No late bids will be accepted.

Bids shall be opened publicly, in the presence of the representatives designated by the Bidder and any person who decides to attend, at the address listed below ***(enter the address at the end of this Request for Submission),*** on ***(indicate date and time).***

* 1. All Bids must be accompanied by one ***(indicate "Bid Maintenance Guarantee" or "Bid Maintenance Declaration", as applicable)*** of ***(indicate amount and currency, in the case of a Bid Maintenance Guarantee).***
  2. The address (addresses) mentioned above is (are): ***(indicate address(s) in detail). (Enter office name and office number)***

***(Indicate the name and position of the official)***

***(Provide postal address and/or address)***

***(Enter zip code, city, country)***

***(Include country and city code)***

***(Include country and city code)***

***(Provide the e-mail address if bids are permitted by electronic means)***

***(Enter URL)***



**Contractor's Logo**

Procurement of Works

Standard Document for International Public Bidding

**Procurement of:**

***(Indicate the name of the works)***

Operation *(Indicate the name and number of the operation)*

Contract Title: *(Indicate the Contract Title)*

Procurement No.: *(Indicate the Procurement reference number)*

Contracting Party: *(Indicate the name of the Contracting Party’s Executing Agency)*

Country*: (Indicate the country of the Borrower)*

**STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF WORKS**

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PART ONE: BIDDING PROCEDURES

**SECTION I: INSTRUCTIONS TO BIDDERS (ITB)**

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Section I. Instructions to Bidders (ITB)

| **Section I.** **Instructions to Bidders (ITB)** | | |
| --- | --- | --- |
| General | | |
| 1. **Definitions** | 1.1 | Except where otherwise stated in the Bidding Data (BD), the definitions and interpretations are those established in the General Conditions of the Contract contained in section VI |
| 2. Scope of the Tender | 2.1 | The Contracting Party, identified in the **BD** invites to submit bids for the construction of works, that are described in the same section, which also specifies the name, identification number of this bidding process and the maximum term for the completion of the works. |
| 3. Source of funds | 3.1 | The Borrower/Beneficiary has requested or received financing from CABEI, and these resources will be used to defray the total or partial cost of the eligible payments under the contracts resulting from these Bidding Documents. |
| 3.2 | No bidder of bidding processes or contractor to execute works may derive rights or demand payments from the Bank, since at all times the legal relationship involving rights and responsibilities is between them and the Contractor. |
| 4. Prohibited Practices | 4.1 | CABEI requires Borrowers/Beneficiaries and all natural or legal persons to participate or provide services in CABEI-financed projects or operations, whether in their capacity as bidders, borrowers, executing agencies, coordinators, project supervisors, contractors, subcontractors, consultants, suppliers, grant recipients (and all their officers, employees, representatives, and agents), as well as any other similar relationship, the following:   1. Observe the highest ethical standards, at all stages of the procurement process or the execution of a contract. 2. Refrain from performing any act or action that is framed or may be classified as a Prohibited Practice. 3. Report to CABEI using the Reporting Channel or other reporting mechanism available to CABEI any act suspected of constituting a Prohibited Practice of which it is aware or informed.   In accordance with the best practices and to establish a frame of reference in its operation, prohibited practices are understood as:   1. Corruptive Practice: It consists of offering, giving, receiving, or requesting, directly or indirectly, something of value to unduly influence the actions of another party. 2. Coercive Practice: It consists of harming or causing harm, or threatening to harm or cause harm, directly or indirectly, to any party or its property to improperly influence the actions of a party. 3. Fraudulent Practice: Any fact or omission, including misrepresentation of facts and circumstances that deliberately or negligently misleads or attempts to mislead any party for financial or other gain, own or from a third party, or to evade an obligation in favor of another party. 4. Collusive Practice: Agreement made between two or more parties with the intent to achieve an improper purpose or unduly influence the actions of another party. 5. Obstructive Practice: Consists of: (a) deliberately destroying, falsifying, altering, or concealing material.   In the face of complaints received in the channel of reports or other means acceptable to CABEI, related to Prohibited Practices that occurred during the processes of procurement of Goods, Works, Services and Consultancies, as well as during the execution of a contract resulting from said processes within the framework of an operation financed with CABEI resources, it will proceed in accordance with its internal policies related to the subject.  Prior to determining the existence of a Prohibited Practice, CABEI reserves the right to execute audit and investigation procedures.  The right to execute the audit and investigation procedures set out in the preceding paragraph refers to the unrestricted access of CABEI or its duly authorized representatives to visit or inspect offices or physical facilities, used in connection with procurement processes or projects financed with CABEI's own funds or administered by CABEI. Likewise, the conduct of interviews and access to physical and digital files related to these procurement processes, projects, or operations, and must provide all necessary collaboration and assistance, in order to properly execute the planned activities, at the discretion of the Bank.  When the existence of a Prohibited Practice is determined, CABEI will issue one or more of the actions and/or recommendations listed below, without limitation:   1. Referral of the relevant case to the competent local authorities. 2. Issuance of a written reprimand. 3. Adoption of measures to mitigate the risks identified. 4. Suspension of disbursements. 5. Disobligation of resources. 6. Request the advance payment of resources. 7. Cancel the business or contractual relationship. 8. Suspension of procurement processes, or execution of contracts, regardless of the state in which these are. 9. Request for additional guarantees. 10. Execution of bonds or guarantees. 11. Request reimbursement of expenses or costs related to the activities and investigations carried out in connection with the Commission of Prohibited Practices.   The actions and/or recommendations issued by CABEI shall be of observance and mandatory compliance.  CABEI reserves in any case, and without prejudice to the sanctions imposed by the authorities of the country of the Borrower/Beneficiary, the right to request the suspension of the procurement processes or the execution of the contract or contracts resulting from them, regardless of the state in which these are located. If CABEI requests the suspension of the procurement procedures or the execution of the contract(s) and this does not occur, it reserves the right not to finance the contract(s) resulting from those procedures.  As a result of the investigation process, CABEI may include natural or legal persons in the List of Prohibited Counterparties or other CABEI ineligibility list that it has instituted for this purpose. |
| 5. Eligible Bidders. | 5.1 | A Bidder, and all parties constituting the Bidder, may be from member and non-member countries of the Bank.  Participation in the procurement processes will be restricted when the source of financing to be used by CABEI so determines, a restriction that will be clearly defined in the **BD**. |
| 5.2 | The Bank's member countries are Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Dominican Republic, Belize, Mexico, China (Taiwan), Argentina, Colombia, Spain, Cuba, and Korea. |
| 5.3 | Legal or natural persons who have one of the following conditions may not be awarded or subject to extensions of contracts with total or partial financing from CABEI or funds administered by it:   1. Are included in CABEI's List of Prohibited Counterparties or CABEI's other list of ineligibility. 2. Have been disqualified or declared by an entity as ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI for that purpose. 3. Found guilty by a final sentence of crimes or sanctions related to Prohibited Practices by the competent authority, while the sanction is in force. |
| 5.4 | Bidders, like goods supplied under the contract, shall not be eligible where, pursuant to a decision of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations, the country of the Borrower prohibits the importation of goods from that country in question or payments of any kind to that country, to a person or entity. |
| 5.5 | The following persons may not participate directly or indirectly in the supply of goods, execution of works, services, or consultancies for operations financed by CABEI:   1. In public sector financing, individuals with family or business ties with the representatives of the Borrower/Beneficiary, its executing agency, or a recipient of a portion of the Bank's financing, or with any other person representing or acting on behalf of the Borrower/Beneficiary up to and including the second degree of consanguinity or second degree of affinity, and who participates directly or indirectly in: 2. The preparation of technical specifications or an equivalent activity. 3. The contract bidding process; or 4. Contract supervision,   This prohibition shall not apply where:   1. The persons named there prove that they are engaged, on a regular basis, in carrying out the business activity that is the subject of the respective contract, at least from two (2) years before the publication. 2. The costs involved are commensurate with the market; and that, 3. The dispute arising from this relationship has been disclosed and resolved in a manner acceptable to the Bank throughout the selection process and the execution of the contract. 4. In procurements for goods, works or services: Any Bidder (including its shareholders, executive directors, and key personnel) engaged by the Borrower/Beneficiary to provide consultancy services in respect of the preparation or execution of a project, as well as its parent and all its subsidiaries, shall be disqualified from providing goods or constructing works or services that are directly related to the consultancy services for the preparation or execution. 5. All those who submit more than one proposal in a bidding or competition process, except in the case of alternative bids permitted in the bidding documents of the respective process. This does not limit the participation of subcontractors in more than one offer. 6. Any additional conflict of interest situations that are listed in the **BD.** |
| 5.6 | A company that is a bidder (either individually or as a member of the Joint Venture) may not participate as a Bidder or as a member of a JV in more than one Bid, except in the case of permitted Alternative Bids. Such participation will result in the disqualification of all Bids in which the company in question has been involved.  A company that is not a Bidder or a member of an JV may participate as a subcontractor in more than one Bid.  Unless specified in the **BD**, there is no limit to the number of members of a JV. |
| 5.7 | A Bidder must not be suspended by the Contracting Party from submitting bids or proposals as a result of non-compliance with a Maintenance Statement of the Bid. |
| 5.8 | Bidders shall provide the Contracting Party with satisfactory evidence that they continue to be eligible in accordance with ITB 12.1, when the Contracting Party reasonably requests it. |
| 5.9 | Bidders that are state-owned institutions or enterprises of the contractor's country may be eligible to compete for and be awarded one or more Contracts only if they can establish, to the satisfaction of the Bank, that   * 1. They are legally and financially autonomous.   2. They operate in the borrower/recipient's country in accordance with commercial laws and regulations.   3. Are not subject to the supervision of the entity acting as executing agency of the operation or as contractor. |
| 5.10 | A private entity or a state-owned enterprise or institution/company in the Contractor's country, subject to the provisions of ITB 5.9, or any combination thereof in the form of a Joint Venture, Consortium or Association (JV) through an existing agreement or with the intention to enter into such an agreement expressed in a letter of intent, may be a Bidder.  In the case of a JV, all members shall be jointly and severally liable for the performance of the entire Contract in accordance with its terms. The JV shall appoint a Representative who shall be empowered to carry out all activities on behalf of and represent each and every member of the JV during the bidding process and, if the Contract is awarded to the JV, during its execution. |
| 6. Provisions for Bidders | 6.1 | When selected as the most suitable bid, a bid submitted by a bidder originating from a non-CABEI country will be verified if there is any bid within a range of up to 15% above the selected bid, submitted by one or more bidders originating from CABEI partner countries.  If so, the Contracting Party will give the possibility to the second lowest bid to match its financial bid to that of the bid initially selected as the most convenient, in case of matching said bid, this will be considered as the most convenient bid.  If the previous negotiation fails, the Contracting Party will proceed to carry out the same negotiation with the next bidder that is in the defined range and so on until the bidders that were placed in said range are exhausted.  This provision shall apply to international biddings except in cases where there is a restriction relating to the origin of the bidders, which shall be detailed in paragraph 5.1 of the BD.  For the purposes of applying this clause, the Member States of the Bank are those indicated in ITB 5.2. |
| Bidding Documents | | |
| 7. Sections of the BD | 7.1 | The Bidding Documents consist of the six (6) sections:  Section I: Instructions to Bidders (ITB)  Section II: Bidding Data (BD)  Section III: Evaluation criteria  Section IV: Bidding forms  Section V: Technical Specifications  Section VI: General Conditions of the Contract (GCC), Particular Conditions of the Contract (PCC) and Contract Forms.  These sections should be read in conjunction with any clarifications to be published and any amendments issued in accordance with the ITB 9. |
| 7.2 | The Contracting Party is not responsible for the integrity of the Bidding Documents and their amendments, if they are not obtained directly from the source indicated by the Contracting Party in the notice of the process. |
| 7.3 | Bidders shall study all instructions, forms, conditions, and specifications contained in the Bidding Document. Failure by the bidder to provide all the information or documentation required in the Bidding Documents could result in the rejection of its bid. |
| 8. **Clarifications on the Bidding Document and communication regime** | 8.1 | Any bidder who requires any clarification of the Bidding Documents shall contact the Contracting Party in writing at the address provided in the **BD**, or raise its concerns at the homologation meeting or field visit in the cases for which such activities are planned, in any case, the deadline for making inquiries and requesting clarifications will be indicated in the **BD**.  Likewise, the term for the Contracting Party to respond to queries and/or clarifications will be indicated in the **BD**. |
| 8.2 | The Contracting Party will respond in writing to all requests for clarification by sending copies of the responses to all bidders, including a description of the inquiries made, without identifying their source |
| 8.3 | The bidder and any member of its staff or representative, shall have access to information and location related to the works required at its own risk, being responsible for any loss, damage, costs, and expenses incurred by it. |
| 8.4 | If a field visit and/or homologation meeting has been scheduled, the necessary data will be provided in the **BD**. The purpose of the homologation meeting is to clarify doubts and answer questions regarding any issue that arises during this stage. The field visit is intended to make it easier for bidders to know the conditions of the site. The expenses related to this visit will be borne by the bidder. The homologation meeting and/or field visit cannot be defined as mandatory. |
| 8.5 | The minutes of the meeting, including the questions posed, without identifying their origin, and the answers to these, together with any other answers prepared as a result of the meeting, will be transmitted in writing and without delay to all bidders. |
| 8.6 | The official communication channel of this bidding process will adhere to the provisions of the **BD**. |
| 9. Modifying the BD | 9.1 | If at any time during the process, the Contracting Party deems it necessary to amend the Bidding Document or any process information, it may amend the documents through the issuance of addendums, which will be communicated to the bidders in a timely manner, in order to give potential bidders a reasonable period of time to consider the addendums in the preparation of their bids.  This period may not be less than fifteen (15) days before the date of receipt of bids. |
| 9.2 | Any addendum issued shall form part of the Bidding Documents and shall be communicated to all bidders who have obtained the Bidding Document in accordance with the provisions of paragraph 8. 6 of the **BD.** |
| Preparation of Bids | | |
| 10. Cost of participation in the procurement | 10.1 | The bidder will assume all costs related to the preparation and presentation of its bid from the moment of obtaining of the bidding document. The Contracting Party shall not be liable or liable in any event for such costs, regardless of the outcome of the bidding process. |
| 11. Language of the bid | 11.1 | The bid, as well as all correspondence and documents relating thereto exchanged between the bidder and the Contracting Party shall be written in the official language of the Contracting Party as indicated in the **BD** |
| 11.2 | Supporting documents and printed materials forming part of the bid may be in another language, provided that the relevant parts are accompanied by a reliable translation into the language indicated in the **BD**. For the purposes of the interpretation of the offer, such translation shall prevail. |
| 12. Documents that make up the bid | 12.1 | The bid must contain the following documents:   1. Bid submission letter prepared in accordance with ITB 13, which must include commissions and gratuities, if any, paid or payable to agents or other party related to this bid. 2. List of quantities and its unit prices or activities schedule, in accordance with ITB 13 and ITB 15, if so, specified in the BD. 3. Bid Maintenance Guarantee or Bid Maintenance Declaration in accordance with ITB 22. 4. Alternative bids if these are permitted, in accordance with ITB 14. 5. Authorization: written confirmation authorizing the signatory of the bid to commit the bidder in accordance with ITB 23.3 y 23.4, accompanied by a simple copy of the current identification document of the signatory to the bid. 6. Bidder's Eligibility: Exhibit, in accordance with ITB 18. 1 that establishes that the bidder is eligible to submit a bid. 7. Qualifications: Exhibit in accordance with ITB 18.2, which lists the qualifications of the bidder to perform the contract if the bid is accepted. 8. Compliance: Technical Proposal, in accordance with the provisions of ITB 19.1 9. Any other documents required in the BD. |
| 12.2 | The period for which the contracting background, general and specific experience will be analyzed will be indicated in the **BD**.  The financial situation will be analyzed based on information from at least the last three years. |
| 13. Bid submission letter and forms | 13.1 | The bid submission letter, list of forms and documents to include in the bid are detailed in ITB 12.1 of the **BD** and section IV Forms, which must be completed without making any type of modifications to the text or submitting any substitution as required except as provided in ITB 23.5. All blank spaces must be filled in with the required information. |
| 14. Alternative bids | 14.1 | Each bidder shall submit only one bid, either individually or as a member of a Joint Venture, unless the **BD** allows the submission of alternative bids. |
| 14.2 | Where alternative timeframes for completion of the Works are expressly permitted, a statement to this effect shall be included in the SBD, and the methodology for evaluating the various timeframes shall be described in Section III, Evaluation Criteria. |
| 14.3 | Except as provided in ITB 14.4 below, Bidders wishing to submit technical alternatives to the requirements of the bidding document shall first quote the Employer's proposed design described in the bidding document.  They shall also submit all information necessary for the Contracting Party to make a full evaluation of the alternative, including drawings, design calculations, technical specifications, price breakdowns, and proposed construction methodology, as well as any other relevant details.  The Contracting Party will only consider the technical alternatives, if any, of the Bidder that has submitted the lowest responsive Bid that meets the basic technical requirements. |
| 14.4 | Where specified in the SBD, Bidders shall be permitted to submit alternative technical solutions for certain parts of the Works. Such parts shall be identified in the SBD and described in Section V, Technical Specifications.  The method for their evaluation shall be set forth in Section III, Evaluation Criteria. |
| 15. Bid prices | 15.1 | The contract shall cover all the works specified in paragraph 2.1 of the **BD**, on the basis of the bill of quantities list submitted by the bidder. |
| 15.2 | The bidder must complete the unit prices and the prices for all the items of the works described in the Bill of Quantities form and their unit prices (In case of contracts based on unit prices) or in the schedule of activities (for contracts of lump sum). Items for which the bidder has not indicated unit prices or prices will be considered to be covered by the prices indicated for other items on the Bill of Quantities and the Contracting Party will not pay them separately. In the event that the bidder submits an offer in which he has not indicated prices for any of the items, for evaluation purposes, the indicated ITB 33.2 will be considered. |
| 15.3 | The bidder to whom the procurement is awarded may be subject to national taxes on the expenses and amounts payable under the contract or payments for benefits or social security, as stipulated in the **BD**. |
| 15.4 | All duties, taxes, and other charges payable by the contractor under the contract, or for any other reason, which are established 28 days prior to the closing date for the submission of bids, shall be included in the prices, unit prices and the total price of the bid submitted by the bidder. |
| 16. Price Adjustments | 16.1 | The prices quoted by the bidder shall be fixed during the performance of the contract and shall not be subject to adjustments during performance, unless otherwise indicated in the **BD**. |
| 16.2 | Where bids may be submitted in individual lots or by combination of lots, this shall be indicated in the BD and in Section III. |
| 17. Bid and Payment Currency | 17.1 | The bid and payment currency are specified in the **BD**. It is also informed whether or not the amount budgeted for the procurement will be published. |
| 18. Documents establishing the bidder’s eligibility and qualifications | 18.1 | To establish their eligibility in accordance with ITB 5, bidders must complete the bid submission letter and its annexes, included in section IV “Bidding Forms”.  Additionally, the bidders must submit a simple copy of the act of incorporation of the bidder (and its amendments if any), duly registered in the competent public registry. In the case of bids submitted by a JV, a simple copy of the act of incorporation (and its amendments if any) must be submitted, duly registered in the competent Public Registry, of each of the members of the JV. |
| 18.2 | In accordance with what is stated in Section III, Evaluation Criteria, in order to establish its Qualifications for the execution of the Contract, the bidder will provide the information requested in the forms included in Section IV, “Bidding Forms”. |
| 19. Documents that make up the Technical Proposal | 19.1 | The bidder shall submit a technical proposal with a description of the working methods, equipment, personnel, and schedule of the works, as well as any other information stipulated in Section IV, "Bidding Forms", with sufficient details to demonstrate that the bidder's proposal adequately meets the requirements of the works and the deadline for completion of the works. |
| 20. Sub-contracting | 20.1 | Unless otherwise indicated in the **BD**, the Contractor has not planned to execute any specific part of the works by subcontractors who have been pre-selected. |
| 20.2 | Bidders may propose subcontracting up to a percentage of the total value of the contract or the volume of works specified in the **BD**.  The proposed subcontractors must be fully qualified to carry out the parts of the works assigned to them.  The bid shall indicate the intentions to make subcontracts, considering the maximum percentage of subcontracting specified in the **BD**. |
| 20.3 | The Bidder may not use the qualifications of the subcontractor to request the award of the Works, unless the Contracting Party has previously established in the **BD** that the specialized parts in charge of the latter may be carried out by subcontractors hereinafter referred to as "Specialized Subcontractors". In such a case, the qualifications of the Specialized Subcontractor proposed by the bidder may be added to the qualifications of the bidder and indicated in TEC-5. |
| 21. Period of validity of the bids | 21.1 | Bids must remain valid for the period determined in the **BD**, from the deadline for the submission of bids set out in the Bidding Document. Any bid with a shorter term will be rejected for non-compliance with the provisions |
| 21.2 | In exceptional cases, before the expiration of the period of validity of the bid, the Contracting Party may request in writing to the bidders to extend the period of validity of their bids.  The Contracting Party will do everything in its power to formalize the contract within this period of validity of the bids. However, the Contracting Party may ask bidders to extend the term of validity of their bids if necessary. Both the request and the answers will be formulated in writing. If a Bid Maintenance Guarantee has been requested in accordance with ITB 22, it will also be extended for thirty (30) days from the extended date of validity of the Bid.  Bidders who agree to said extension must confirm that they keep the personnel indicated in the bid available in their confirmation of the extension of the validity of the bid.  Bidders who do not agree to extend the validity of the bid have the right to refuse the request without losing the Bid Maintenance and Contract signing Guarantee in cases where it has been submitted in accordance with ITB 22. |
| 21.3 | If the award is delayed more than fifty-six (56) days after the expiration date of the initial validity of the specified bid in accordance with paragraph 21.1 of the **BD**, the price of the Contract shall be determined as follows:   1. In the case of fixed-price contracts, the contract price shall be that of the Bid, adjusted by a factor specified in the **BD**, 2. In the case of adjustable price contracts, no adjustments shall be made, or 3. In all cases, the evaluation of the Bid shall be based on the price of the Bid without considering the correction applicable in the cases indicated above. |
| 22. Bid Maintenance and signing of contract Guarantee | 22.1 | 1. In the **BD** will be established the obligation to present Bid Maintenance and Signing of Contract Guarantee, or a Bid Maintenance Declaration.   If required, the bidder must present as part of its bid this guarantee with the characteristics, amount, term, and currency stipulated in the **BD**.  This guarantee may be of the banking type, guarantee or any other unconditional financial instrument and at first request.  The **BD** shall indicate in favor of whom the guarantee should be issued.  The guarantee must take any of the following forms, at the option of the Bidder:   1. An unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance or bonding company). 2. an irrevocable letter of credit. 3. a cashier's check or certified check 4. another guarantee defined in the **BD** issued by a reputable institution.   The Bid Maintenance and Contract Signing Guarantees will be returned to the non-selected bidders, as soon as possible, once the selected bidder signs the Contract and provides the Guarantee of Performance and/or Contract Fulfillment, in accordance with ITB 40.1.   1. Instead of this guarantee, bidders may be required to submit a Bid Maintenance Declaration, accepting that they will be unable to participate in other processes carried out by the Contracting Party for a defined period of time in the **BD**, in case of withdrawing their bids during the period of validity of the same. In the case of bidders participating as an JV, the foregoing shall apply to JV members. |
| 22.2 | If the Bid Maintenance and Signing of Contract Guarantee is required, the following conditions must be met:   1. Where the bidding process requires an extension of the period of validity of bids, the period of validity of the guarantee shall be extended for the same period and following the below sub-clause 22.2(e). Bidders may reject the request without losing the bid guarantee. Bidders who accept the extension will not be asked or allowed to modify their bid. 2. It must be a guarantee in sight, or in electronic, unconditional, and irrevocable format of automatic realization or at the sole request of the Contracting Party by means of a simple letter, without the need for a judicial requirement or before a guarantor for its payment and without the benefit of excuse that allows it to make effective said guarantee. 3. It must be issued by a regulated financial institution or insurer in the Contracting Party's country. If the guarantee/bond/other financial instrument is issued by a financial institution located outside the Contracting Party's country, the issuing institution must have a correspondent financial institution regulated in the Contracting Party's country, which allows the guarantee to be made effective. 4. It must be substantially in accordance with one of the forms in Section IV. 5. The period of validity shall be at least 30 days additional to the period of validity of the bids, or of the extended period of the bids where applicable. 6. All bids that are not accompanied by this guarantee will be rejected by the Contracting Party for non-compliance with the non-rectifiable requirement. |
| 22.3 | The Bid Maintenance Guarantee or JV's Bid Maintenance Declaration will be issued on behalf of the association submitting the Bid.  If the JV has not been formally constituted as a legal entity at the time the bid is submitted, the Bid Maintenance Guarantee, or the Bid Maintenance Declaration may be issued on behalf of one or all of the future members listed in the letter of intent referred to in the ITB 13 y 23.4. |
| 22.4 | The Bid Maintenance Guarantee may be effective, or the Bid Maintenance Declaration may be executed if:   * 1. The bidder withdraws its bid during the period of validity of the bid, or during any extension of that period ordered by the Bidder, except as provided in the clause of these Instructions relating to the period of validity of the bids and guarantees; or,   2. The selected bidder:  1. It does not sign the contract in accordance with the provisions of this Bidding Document; or 2. It does not provide the Guarantee of Performance and/or Contract Fulfillment in accordance with the provisions of paragraph 43.1 of the **BD**. |
| 22.5 | 1. If the **BD**, pursuant to ITB 22.1, does not require a Bid Maintenance Guarantee, and If the Bidder withdraws its Bid prior to the expiration date of the validity of the Bid specified by the Bidder in the Bid Submission Letter or any extended date granted by the Bidder; or 2. If the selected Bidder does not enter into the Contract in accordance with the provisions of ITB 44.2; or it does not provide a Guarantee of Performance and/or Contract Fulfillment as required in ITB 43.1,   The Borrower may, as provided in the ITB 22.1, declare the Bidder ineligible to be awarded a contract by the Contracting Party during the period established by such sub-clause. |
| Presentation and opening of the Bids | | |
| 23. **Bid Format** | 23.1 | The bidder shall prepare an original set of the documents constituting the bid, as set out in these Instructions to Bidders.  In addition, the bidder shall submit the number of copies of the bid indicated in the **BD**. |
| 23.2 | Bidders must deliver the original and a copy of each of the separate envelopes, closed inviolably and duly identified as "ORIGINAL" and "COPY".  In the event of discrepancies, the original text shall prevail over the copies.  Texts between lines, erasures or overlapping words will not be accepted.  The bidders must mark as "EXTERNAL CONFIDENTIAL" the information included in their Bids that is confidential for their companies. This may include classified information, trade secrets or sensitive information of a commercial or financial nature. |
| 23.3 | The original and all copies of the Bid must be typed or written in indelible ink and must be signed by the person duly authorized to sign on behalf of the Bidder. This authorization will consist of a written confirmation by means of a power of representation, which must be attached to the Bid. The name and title of each person signing the authorization shall be written in print or printed under the signature. All pages of the Bid that contain annotations or amendments must be signed or initialed by the person who subscribes to the Bid. |
| 23.4 | In the event that the Bidder is a Joint Venture (JV), the Bid must be signed by the JV’s authorized representative on behalf of the JV, as evidenced by the Intent to Associate, Consortium or Partnership (JV) form or the respective agreement and on legally binding representation to act on behalf of all members, formalized by a power of attorney signed by their legal representatives. |
| 23.5 | Any line spacing, erasure or replacement will be valid only if it is signed by the person subscribing to the Bid or has its initials. |
| 24. Procedure for signing, sealing, and marking of Bids | 24.1 | The Bidder must submit the Bid in a sealed envelope to the attention and address that appears in the **BD**. Inside the envelope must place the following sealed and separated envelopes:   1. an envelope identified as "ORIGINAL", which will contain all documents that make up the Bid, as described in ITB 12.1 of the **BD**. 2. an envelope identified as "COPIES", which will contain the copies of the Bid that have been requested. 3. whether Alternative Bids are permitted under ITB 14 of the **BD**, and if applicable: 4. an envelope identified as "ORIGINAL: ALTERNATIVE BID", where the Alternative Bid will be placed, 5. an envelope identified as "COPIES: ALTERNATIVE BID", where all copies of the Alternative Bid that have been requested will be placed. |
| 24.2 | The inner envelopes and the outer envelope shall:   1. Bear the name and address of the bidder. 2. Be addressed to the Contracting Party and carry the address indicated in the ITB 24.1 of the **BD.** 3. Carry the specific identification of this bidding process indicating the name of the procurement. 4. Include a warning not to open before the time and date of the opening of the bid. |
| 24.3 | If the envelopes are not sealed and identified as required, the Contracting Party shall not be liable in the event that the bid is lost or opened prematurely. |
| 25. Deadline for submission of Bids | 25.1 | * 1. The Contracting Party shall receive the bids at the address and, at the latest, at the time and date indicated in the **BD**.   2. Unless a different time limit is agreed in the **BD**, the time limit for the preparation of bids shall be at least 45 calendar days from the following working day after the date of publication of the bidding documents, or from the following working day after the date on which they are available. |
| 25.2 | The Contracting Party may extend the bid deadline by amending the Bidding Document, in which case all obligations and rights of Contracting Party and bidders that were subject to such deadline shall be subject to the new deadline. |
| 25.3 | Bidders will have the option to submit their bids electronically, where indicated in the **BD**. In that case, the bidders who submit their bids electronically shall follow the procedures indicated in that section for the submission of the bids. |
| 26. Late Bids | 26.1 | The Contracting Party will not consider any bid that arrives after the time and deadline for the submission of bids in accordance with ITB 25.1 (a) of the **BD.** No bids that arrive after the deadline will be received. |
| 27. Withdrawal, replacement, and modification of bids | 27.1 | Provided that the deadline for the submission of bids is in effect, bidders may withdraw, replace, or modify their bids after it has been submitted, having to submit a communication in writing, duly signed by the representative authorized to submit the bid. Which must include a copy of the authorization in accordance with the provisions of ITB 23.3 and 23.4. This communication must be accompanied by the corresponding replacement or modification of the bid (except for notifications of withdrawal of bid).  All communications must be:   1. Prepared and accompanied in accordance with ITB 23 and ITB 24, (except for the withdrawal communication, which does not require copies) and the respective envelopes must be clearly marked "withdrawal", "replacement" or "modification”. 2. Received by the Contracting Party before the deadline established for the submission of bids in accordance with ITB 25.1 (a) of the **BD.** |
| 27.2 | Bids which withdrawal was requested in accordance with paragraph 27.1 above, will be returned to the bidders without opening. |
| 28. Reception and Opening of Bids | 28.1 | Once the deadline for the submission of bids has closed, the Contracting Party shall carry out the public act of receipt and opening of the bids, and shall read aloud all bids received before the expiration of the indicated period, at the address, date and time specified in clause 25.1 (a) of the **BD**. The procedure to be followed will be as follows:  First the envelopes marked as "withdrawal" will be read aloud and the envelope with the corresponding Bid will not be opened but returned to the sending Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming that the signatory is a person authorized by the bidder, the bid will be opened. Withdrawal of any bid shall not be permitted unless the relevant withdrawal notice contains a valid authorization to request withdrawal and is read aloud at the opening ceremony of the Bids.  The envelopes marked as "replacement" will then be opened and read aloud and exchanged with the corresponding Bid being replaced; the superseded Bid will not be opened and will be returned to the sending bidder. No substitution shall be permitted unless the relevant replacement notice contains a valid authorization to request replacement and is read out at the opening of the Bids.  The envelopes marked as "modification" will then be opened and read aloud with the corresponding Bid. No modification to the Bids will be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read aloud at the opening ceremony of the Bids.  Then, all other envelopes will be opened one at a time, reading aloud: the name of the bidder and whether it contains modifications; the total Bid Price, per lot (contract), if applicable, including any discounts or Alternative Bids there may be; the existence or non-existence of a Bid Maintenance Guarantee or a Bid Maintenance Declaration, if required, and any other details that the Contracting Party deems relevant.  If there are electronic bids, these must be announced and read in accordance with the above.  Finally, a record of the proceedings will be drawn up, which must be signed by the representative or representatives of the Contracting Party and by the bidders present. |
| 28.2 | Only Bids and Alternative Bids that are opened and read aloud will continue to be considered for evaluation.  The representatives of the Contracting Party attending the opening of bids shall enter their initials in the Bid Submission Letter and the List of Bill of Quantities in the manner specified in the **BD**. |
| 28.3 | The Contracting Party shall not discuss the merits of the Bids or reject any (except late Bids, as provided in ITB 25.1). |
| 28.4 | The Contracting Party will prepare a record of the bids opening act that will include at least:   1. the name of the Bidder and whether there was withdrawal, replacement, or modification. 2. the price of the Bid, per lot (contract) if applicable, including any discounts. 3. any Alternative Bid. 4. the existence or not of the Bid Maintenance Guarantee or the Bid Maintenance Declaration, if required. |
| 28.5 | The representatives of the Bidders present shall be requested to sign the record. The omission of the signature of one of the Bidders in the act shall not invalidate the content or effects of the act. A copy of the record o minutes will be given to all Bidders. |
| Evaluation and comparison of Bids | | |
| 29. Confidentiality | 29.1 | Information relating to the evaluation of bids or to the recommendation for the award of the Contract shall not be disclosed to the Bidders or to any person who is not officially involved in the bidding process until the information on the Notification of intention to award the contract has been communicated to all bidders in accordance with ITB 40.  The communications of the procurement process should be carried out only through the channels set out in ITB 8.6 of the **BD**.  After the opening of bids, no information concerning its review, examination, explanation, and evaluation, as well as the recommendations concerning the award, may be disclosed to persons not officially involved in the proceedings, until the award of the contract is announced. |
| 29.2 | Any attempt by a bidder to influence the Contracting Party as to evaluate, compare bids or award the contract may result in the rejection of its bid. |
| 29.3 | However, the provisions of ITB 29.2, if during the period elapsed between the opening and the date of award of the Contract, a Bidder wishes to communicate with the Contracting Party about any matter related to the Bidding process, it must do so in writing |
| 30. Clarification of Bids | 30.1 | In order to facilitate the evaluation and comparison of the bids until the qualification of bidders, the Contracting Party may, at its discretion, request any bidder for clarifications of its bid. Clarifications to a bid submitted by a bidder will not be considered when such clarifications are not in response to a request from the Contracting Party. The Contracting Party's request for clarification, and response, must be in writing. No changes in the prices or substance of the financial bid will be requested, offered, or permitted, except to confirm corrections of arithmetic errors discovered by the Contracting Party, during the evaluation of the bids in accordance with the provisions of ITB 34.  If a bidder has not delivered the clarifications to its bids before the date and time set out in the Contracting Party's request for clarification, the bid will be evaluated with the available information and may be rejected. |
| 30.2 | The deadline for the submission of additional information or clarifications to the Contracting Party will be established in the **BD**. |
| 31**.** Deviations, reservations, or omissions | 31.1 | The following definitions apply to the evaluation of bids:   1. **Errors or omissions that can be corrected**: These are generally issues related to data verification, historical information, sending of unreadable documentation or issues that do not affect the principle that bids must conform substantially to the bidding documents. 2. **Errors or omissions that cannot be corrected:** These are those that are considered basic and whose action or omission prevents the validity of the bid or those whose correction may change, improve, or alter the substance of the bid causing the bidder an advantage over others. Examples are not presenting the offer cover letter or not presenting the guarantee / deposit / declaration of maintenance of offer. 3. **Deviation**: Refers to departing from the requirements specified in the bidding document. 4. **Reservation**: Refers to establishing limiting conditions or refraining from fully accepting the requirements specified in the bidding document. 5. **Omission**: Refers to the failure to submit some or all of the information or documentation required in the bidding document. |
| 32. Determination of Compliance with Bids. | 32.1 | In determining whether the Bid conforms substantially to the bidding document, the Contracting Party shall rely on the content of the Bid itself, as defined in ITB 12.1 |
| 32.2 | If a bid conforms substantially to the Bidding Documents, the Contracting Party may waive nonconformities that do not constitute an omission or a significant error.  **Significant error, deviation, reservation, or omission** is the one that.   1. if accepted: 2. substantially affect the scope, quality or operation of the Related Goods and Services specified in the contract. 3. would substantially limit, inconsistent with the bidding document, the rights of the Contracting Party or the obligations of the Bidder under the Contract, or 4. if rectified, it would unfairly affect the competitive position of other Bidders submitting Bids that substantially comply with the provisions of the bidding document. |
| 32.3 | The Contracting Party shall examine the technical aspects of the Bid submitted in accordance with ITB 19, in particular, to confirm that all the requirements of Section III “Evaluation Criteria”, have been met, without any deviation, reservation or significant omission. |
| 32.4 | If a Bid does not materially conform to the Bidding Document, it will be rejected by the Contracting Party and the bidder may not subsequently adjust it by correcting significant deviations, reservations, or omissions. |
| **33. Non-significant** nonconformities | 33.1 | Where the bid substantially complies with the Bidding Documents, the Contracting Party may request the bidder to submit, within a reasonable time, the information or documentation necessary to rectify non-significant nonconformities in the bid, related to requirements regarding documentation. The request for information or documentation relating to such nonconformities may not be related in any way to the price of the bid. If the bidder does not comply with the request, its bid may be rejected. |
| 33.2 | Any item not completed by the bidder in the Price List, only for evaluation purposes, shall be presumed not to be included in the Bid. As long as the Bid is considered to be substantially in line with the bidding document despite this omission, the average price of the items quoted in bids which conform substantially to the bidding document shall be added to the Price of the incomplete Bid and the total equivalent cost of the Bid thus determined shall be used for the comparison of prices. |
| 34. Correction of arithmetic errors | 34.1 | If the bid conforms substantially to the bidding document, the Contracting Party shall correct the arithmetical errors as follows:   1. If there is a discrepancy between a unit price and the total price obtained by multiplying that unit price by the corresponding quantities, the unit price shall prevail. The total price will be corrected unless, at the discretion of the Borrower/Beneficiary, there is an obvious error in the placement of the decimal point of the unit price in which case the total quoted price will prevail, and the unit price will be corrected. 2. If there is an error in a total price as a result of the addition or subtraction of subtotals, subtotals will prevail, and the total price will be corrected; and 3. If there is a discrepancy between words and figures, the amount expressed in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to the conditions mentioned in letters a) and b). |
| 34.2 | The Contracting Party will adjust the amount indicated in the bid in accordance with the aforementioned procedure for the correction of errors and, with the consent of the bidder, the new amount will be considered mandatory for the bidder. If the bidder does not accept the correction of the errors, the bid will be rejected. |
| 35**.** Evaluation of Bids | 35.1 | In determining whether the bid conforms substantially to the Bidding Documents, the Contracting Party shall, based on the content of the bid itself and the requirements set out in the Bidding Document, examine, and evaluate the different aspects of the bid in order to confirm that it satisfies the requirements set out in Section III, without significant errors or omissions.  The Contracting Party shall determine which is the most convenient bid, which must meet the qualification criteria and for which it has been determined that:   1. is substantially in line with the Bidding Document; and   it has the lowest evaluated “Price”. |
| 35.2 | In evaluating a Bid, the Contracting Party shall consider the following:   1. The price of the Bid, excluding provisional amounts and the contingency reserve, if any, indicated in the Lists of Bill of Quantities (contracts for unit prices) or Calendar of Activities (contracts for lump sum) and including the items corresponding to Work by Administration, whose prices per day had been obtained competitively. 2. price adjustment for correction of arithmetic errors, as set out in ITB 34.1. 3. Price adjustment for non-significant nonconformities, as set forth in ITB 33.2; and 4. Additional evaluation factors specified in Section III, Evaluation and Qualification Criteria. |
| 35.3 | In the evaluation of the Bids, the estimated effect of the provisions on price adjustment that have been established in the Contractual Conditions, applied during the period of performance of this Contract will not be considered |
| 35.4 | If this Biding Document permits bidders to quote separate prices for different lots (contracts), the methodology for determining the lowest evaluated price of the lot combinations (contracts) shall be specified in Section III, "Evaluation and Qualification Criteria". |
| 36. Comparison of Bids | 36.1 | The Contractor shall analyze, qualify, evaluate, and compare all Bids which substantially comply with the Bidding Documents in order to select the successful bidder.  The technical bid must meet all the evaluation criteria in order to be able to move on to the financial price evaluation phase. |
| 37. Abnormally low bids | 37.1 | An abnormally low Bid is one whose price, in combination with other constituent elements of the Bid, appears to be so low that it raises serious doubts in the Contracting Party about the Bidders' ability to execute the Contract at the quoted price. |
| 37.2 | In the event of detecting what could constitute an excessively low Bid, the Contracting Party shall request the Bidder to provide written clarifications, and in particular, to submit detailed analysis of the Bid Price in relation to the subject of the contract, the scope, the proposed methodology, the schedule, the distribution of risks and liabilities and any other requirements set out in the Bidding Document. |
| 37.3 | After evaluating the price analyzes, if it determines that the Bidder does not demonstrate its ability to execute the Contract at the quoted price, the Contracting Party will reject the Bid. |
| 38. Qualification of the Bidder | 38.1 | The Contracting Party in accordance with the requirements and evaluation criteria specified in section III, Evaluation Criteria, and the information submitted by the bidder in accordance with section IV Bidding Forms, shall evaluate the bids, establishing the order of priority of the bids and the most convenient bid.  The determination shall be based on the examination of the exhibits submitted by the bidder to demonstrate that it is properly qualified, in accordance with ITB 18. The evaluation of the bidder shall not consider the qualifications of other companies, such as subsidiaries, parent entities, affiliates, subcontractors (except specialized subcontractors specified in clause 20.3 of the **BD**), or of any company other than the bidder. |
| 38.2 | A confirmation of the qualifications of the bidder with the most convenient bid will be a precondition for the award of the contract, in case such qualifications are not confirmed it will lead to the disqualification of the bid, in which case the Contracting Party will proceed to determine, in a similar way, whether the bidder who submitted the bid that has the following lowest evaluated price and that conforms to the bidding documents is qualified to perform the contract of satisfactorily. |
| 39. Contracting Party’s right to accept any bid or reject any or all bids | 39.1 | The Contracting Party reserves the right to accept or reject any bid, to cancel the bidding process and to reject all bids at any time prior to the award of the contract, without thereby acquiring any liability to the bidders.   1. In case of canceling the process, it will promptly return to all the bidders the bids and the Bid Maintenance and Contract Signing Guarantees that it had received. 2. In the event that all bids are rejected, and the bidding fails, a statement of the reasons for rejection and instructions on how to file protests in accordance with ITB 41 shall be communicated to all bidders. |
| 40. Notification of Intention to Award the Contract | 40.1 | The Contracting Party shall transmit to all Bidders the Notice of Intent to Award the Contract to the selected Bidder. The Notification shall contain at least the following information:   1. the name and address of the bidder who submitted the selected Bid. 2. the contract price of the selected bid. 3. the names of all bidders who submitted bids and the prices of their bids, as read aloud at the bid opening act. 4. a statement of the reasons why the Bid of the unselected Bidder to whom the notification is sent was not selected, unless the price information contained in subparagraph (c) of this paragraph already reveals the reason. 5. the expiry date of the deadline for submitting protests; and, 6. instructions on how to request explanations and/or file a complaint or protests. |
| 41. Presentation of protests in the Procurement process | 41.1 | The time limit for submitting protests to the results of the background evaluation, of the technical and financial bid, once these are notified to the bidders, must be ten working days from the following working day after the notification of the intention to award the contract.  This period will not apply when only one Bid is submitted and when the process is carried out in an emergency situation recognized by CABEI, in which case it will be indicated in the **BD**. |
| 41.2 | The protests made by the bidders may be only in response to the notifications they receive regarding the results obtained from the evaluation of their bid.  Any protest lodged shall:   1. Be presented by the bidder's representative. 2. Identify the procurement action for which it is claimed. 3. Describe the nature of the protest and the facts supporting it including references to CABEI's procurement policies that are deemed to have been breached. 4. Indicate and attach all the information required to prove the chronology of the claim. |
| 41.3 | All protests must be sent in writing to any of the addresses indicated in the **BD.** |
| 41.4 | The Contracting Party will resolve protests within the time frame specified in the **BD.** |
| 41.5 | The Contracting Party will suspend the activities related to the procurement process at the time of receiving a protest until the resolution of the same.  In the event of a protest arising in the context of a process for which a lot award is established, only the lot affected by the protest shall be subject to suspension.  In both cases, when required, all bidders must be requested to extend the validity of the bids, the Bid Maintenance and Contract signing Guarantee or Bid Maintenance Declaration as appropriate. |
|  | 41.6 | The Contracting Party shall inform the Bank of the presentation and resolution of protests during the bidding process.  The Contracting Party must act with diligence for the resolution of protests, CABEI reserves the right to refrain from financing any work, when the respective solution is not realized in a timely manner or in its opinion the solution adopted does not respond to the best interests of the operation. |
| Award of the Procurement | | |
| 42. Award Criteria | 42.1 | Once any claim or protest is resolved, the Contracting Party, after no objection by the Bank to the respective report or proceeding report, will award the contract to the bidder whose bid has been evaluated as the most convenient in accordance with the provisions of ITB 35.1 and 38. |
| 42.2 | Within ten (10) business days of the date of transmission of the Letter of Acceptance, the Contracting Party shall publish the Contract Award Notice, which shall contain at least the following information:   1. Contracting Party's name and address. 2. name and reference number of the contract being awarded, and selection method used. 3. names of all Bidders who had submitted bids, with their respective prices as read in the opening act and as evaluated. 4. names of bidders whose bids were rejected (either for not meeting the requirements or for not meeting the qualification criteria) or were not evaluated, with the corresponding reasons. 5. name of the successful bidder, the total final price of the Contract, its duration, and a summary of its scope. |
|  | 42.3 | The Notice of Contract Award shall be published on the Contracting Party's free access website, if available, or in at least one newspaper of national circulation in the Contracting Party's Country or in the official gazette. The Contracting Party shall also include such notice on the website of the United Nations development business publication. |
| 43. Guarantees | 43.1 | The successful bidder must submit the Bond or Guarantee of Execution and/or Compliance with the Contract within 28 days of receipt of the Letter of Acceptance, in accordance with clause 24.1 of the Particular Conditions of the Contract (PCC)  Failure by the successful bidder to comply with its obligations to present the aforementioned Bond or Guarantee of Execution and/or Compliance with the Contract or to sign the contract within the time limit provided, will constitute sufficient cause for the cancellation of the award and to make effective the measures established in the Bid Maintenance and Contract Signing Guarantee or in the Bid Maintenance Declaration as the case may be.  In this case, the Contracting Party may award the contract to the bidder whose bid is evaluated as the next most convenient. |
| 43.2 | An advance payment on the contract price may be provided, in accordance with the provisions of the **BD**.  If applicable, payment must be made against receipt of a guarantee for the proper use of 100% of the value of said advance.  This guarantee may be a bank type, a bond, or any other type of financial instrument, which is unconditional and at the first request issued by financial institutions or insurers acceptable to the Contracting Party.  Any foreign institution providing a bond shall have a correspondent financial institution domiciled in the Contracting Party's Country, unless the Contracting Party has agreed in writing that the existence of such correspondent financial institution is not mandatory. |
| 43.3 | Quality of Works Guarantee. A Bond or Bank Guarantee of Quality of Works must be presented, in accordance with the conditions established in sub-clause 55.3 of the GCC and PCC |
| 44. Contract signing | 44.1 | After notification, the successful bidder shall submit to the Contracting Party the documents indicated in the **BD**. |
| 44.2 | Unless otherwise stipulated in the **BD**, within 28 days of receipt of the Letter of Acceptance and receipt of the contract, the bidder shall sign, date, and return the contract to the Contracting Party.  The Contracting Party shall define in the **BD** the procedure for signing the contract. |
| 45. Conciliator | 45.1 | The Contracting Party proposes that the person appointed to the **BD**, who will be paid the hourly fees specified in the **BD**, plus reimbursable expenses, be appointed Conciliator under the Contract. If the Bidder does not agree with this proposal, it must state it in its BID. If, in the Letter of Acceptance, the Contracting Party states that it does not agree with the appointment of the Conciliator, the Contracting Party shall request that the Conciliator be appointed by the Appointing Authority designated in the Special Conditions of the Contract in accordance with clause 33 of the General Conditions of contract (GCC) |

Section II. Bidding Data (BD)

Below are the specific details of this process, which will supplement or amend the Instructions to Bidders (ITB), in the event of a conflict, the provisions contained in these BD, shall prevail over the provisions of the ITBs.

| **Ref. to ITB** | **Bidding Data** |
| --- | --- |
| **A. General** | |
| **1.1** | The definitions and interpretations (indicate ***"are"*** or "***are not")*** those set out in the GCC |
| **2.1** | Name of the Contracting Party:  Procurement reference number:  Procurement name and description of the Works to be carried out: *(In case where the award can be made by lots, each of the lots must be indicated and described).* |
| **5.1** | Choose one of two text options:  ***The bidding is restricted to the participation of bidders whose country of origin is only (Indicate the names of the countries).***  *or*  ***The bidding is not restricted to the participation of bidders of a specific origin, national or international bidders from any country interested in participating will be accepted.*** |
| **5.5 (d)** | In addition to the provisions of the ITB, the following is considered a conflict of interest:  ***If it is required to place other causes of conflict of interest (insert causal here); otherwise delete this*** ***numeral*** |
| **5.6** | *(Delete if there is no limit)**or indicate* the maximum number of JV members.  *(Insert a number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **B. Bidding Document** | |
| 8.1 | If consultations are deemed necessary for the preparation of bids, communications should be made to the following e-mail address:  ***Attention: (please provide the person's full name, if applicable)***  ***Address: (indicate street and number)***  ***Floor/office number: (enter floor and office number, if applicable)***  ***City: (enter the name of the city or town)***  ***Zip code: (enter zip code, if applicable)***  ***Country: (enter the name of the country)***  ***Phone: (enter phone number, including country and city codes)***  ***E-mail address: (please provide the e-mail address, if applicable)***  ***Website: (If applicable, identify the free-to-access website on which information about the Bidding Process is published.)***  The deadline for consultations and clarifications is as follows:   1. Clarifications may be sought no later than ***(day, month, year, recommended at least 18 days before the date of submission of bids)*** 2. The Contracting Party shall respond to the queries of the bidders for the preparation of their bids no later than (***day, month, year, the date shall be not less than 15 days before the date of submission of the bids).*** |
| **8.4** | 1. (*To be held/Not to be held*) homologation meeting, which will be non-mandatory. I   ***In case of approval meeting add the following paragraph***  ***The place, date and time of the meeting are as follows:***  ***Date:***  ***Hour:***  ***Place:***   1. (*To be carried out/will not be carried out)* visit to the place where the works will be carried out, organized by the Contracting Party, which will be of a non-mandatory nature.   ***If the visit is made, add the following paragraph.***  ***The place, date and time of the meeting are as follows:***  ***Date:***  ***Hour:***  ***Place:*** |
| **8.6** | The communication of responses to the bidders' inquiries and addendums to this Bidding Document made during the bid preparation period shall be made by: ***(Select the disclosure mechanism)***   * ***Publication on the web portal (indicate e-mail address)*** * ***Others (detail)*** |
| **C. Preparation of Bids** | |
| **11.1** | The language in which the Bid must be drafted is: ***(indicate the official language of the Contracting Party)*** |
| **11.2** | Supporting documents and any other printed materials forming part of the bid may be in another language, provided that they are accompanied by a reliable translation into the language \_\_\_\_\_\_ ***(indicate the official language of the Contracting Party).*** |
| **12.1 (b)** | The following forms must be submitted with the Bid: *(Select one of the options)*  For contracts based on unit prices: ***List of Quantities with unit price specification.***  For lump sum contracts: ***Schedule of Activities*** |
| **12.1 (i)** | The bidder must submit the following additional documents in its bid ***(List any additional documents that are not included in the ITB 12.1 to be submitted with the bid)*** |
| **12.2** | The periods for which the information presented will be analyzed are:   1. Financial information for the periods *January – December* corresponding to the years 20xx, 20xx and 20xx, *(At least the last three years).* 2. Contracting History information for the years 20xx, 20xx, 20xx ... 3. General experience information for the years 20xx, 20xx, 20xx ... 4. Specific experience information for years 20xx, 20xx, 20xx |
| **14.1** | The submission of alternative bids ***is permitted/not******permitted.*** |
| **14.2** | *Alternative time frames for completion of the work will / will not be allowed.*  *If alternative time frames are permitted, the method of evaluation will be as specified in Section III, Evaluation Criteria.* |
| **14.4** | Alternative technical solutions will be allowed for the following parts.  of the Works: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the parts of the Works).*  *(If alternative technical solutions are permitted, the method of evaluation shall be as specified in Section III, Evaluation Criteria).* |
| **15.3** | The contractor will be/will not be subject to national taxes on the expenses and amounts payable under the contract, for which reason it must/must not include them in the financial bid.  The contractor will be/will not be subject to payments for benefits or social security under the contract, so he must/must not include them in the financial bid. |
| **16.1** | The prices quoted by the bidder ***(will/will not be)*** subject to adjustment.  ***When the resulting contract has a performance period of more than 18 months it is recommended to incorporate the price adjustment, in which case the adjustment formula must be incorporated into the contractual conditions (PCC 54), it is recommended that the Contractor be advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the price adjustment formula)*** |
| **16.2** | The bids ***(may)/ (may not)*** be submitted per lot.  ***Where bids may be submitted per lot, the number and details of the bids may be indicated, the evaluation procedure being further indicated in Section III***. |
| **17.1** | 1. The bidder must submit its financial bid in: ***(indicate currency of the bid***) and submit the detail of the same in accordance with form ECO-1 (for contracts based on unit prices)/ ECO-2 for Lump Sum contracts*.* 2. The currency of payment of the contract will be: ***(****Indicate currency of payment and in case of being different from the currency of the bid presented, the source of the exchange rate must be indicated)* |
| **20.1** | At this time the Contracting Party *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate "has foreseen" or "has not foreseen")* to execute certain specific parts of the Works by pre-selected subcontractors. |
| **20.2** | Subcontracting proposed by the Contractor:  The maximum percentage of subcontracting ***is xx%*** of the total amount of the contract or ***xx%*** of the volume of works \_\_\_\_\_\_\_\_ *(for example, up to 20%)* |
| **20.3** | *Choose one of two text options:*   1. *Not Applicable* 2. *The parts of the works for the execution of which the Contracting Party will allow the bidders to propose Specialized Subcontractors are the following: a)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*   *b)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *c)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *With respect to such parties, the qualifications to be displayed by the proposed Specialized Subcontractors shall be added to the qualifications of the bidder for the purposes of the evaluation.* |
| **21.1** | The period of validity of the bid shall be *(indicate number of days in letters and numbers)* days after the date of expiry of the period for receipt of bids established. |
| **21.3 (a)** | The price of the Bid will be adjusted by the following factor: \_\_\_\_\_\_  *Select one of the options.*  *In the case of* *bids submitted in national currency, the contract price shall be adjusted for a factor reflecting local inflation during the extension period.*  *In case of offers submitted in currency other than the national currency: The price of the Contract will be adjusted by a factor reflecting international inflation (in the country of the foreign currency) during the extension period).* |
| **22.1** | Select one of the options:   1. The bidder *must/must not present* a Bid Maintenance and Contract signing Guarantee which will be returned to the bidders that are not selected and will have the following characteristics: 2. Acceptable Guarantee Type: *(Indicate other acceptable* *guarantee* *types)* 3. Validity: (*Place number of days, which must be equal to the term of validity of the offer plus 30 days)* 4. The Guarantee must be in favor of: *Indicate the name of the contracting party.* 5. Amount and currency: \_\_\_\_\_\_\_\_\_\_\_\_ 6. The bidder must submit a Bid Maintenance Declaration, in accordance with form CC-6 accepting that it may will be unable to participate in other processes carried out by the Contracting Party for a period of *XX years* *(indicate the period of time, a maximum of 2 years is recommended),* counted from the date of presentation of the bid, in case of withdrawing its bid during the period of validity of the same. |
| **D. Presentation and opening of bids** | |
| **23.1** | The bidder must submit the following number of copies: *(indicate the number of copies\_\_\_\_)* |
| **24.1** | Solely for the purposes of the submission of the Bids, the Contracting Party's address is:  Attention: ***(provide the person's full name, if applicable)***  Address: ***(enter street and number)***  Floor/Office No. ***(enter floor number and office, if applicable)***  City: **(enter the name of the city or town)**  Postal code: ***(enter the zip code, if applicable)***  Country: ***(enter the name of the country).*** |
| **25.1** | 1. Bids must be received no later than *(indicate day, month, and year) \_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_, until \_\_\_\_\_\_\_ hour* at the address detailed in the notice of the Invitation to Bid. 2. The deadline for the preparation of the bids shall be *(indicate number of days)* |
| **25.3** | Bidders *(will/will not have)* the option to submit their bids electronically.  If bidders have the option of submitting their bids electronically, the procedures must be defined. |
| **28.2** | The Bid Submission Letter and all pages of the List of Bill of Quantities or List of Activities with their prices must be signed with the initials of \_\_\_\_\_\_\_\_\_ *(indicate a number)* representatives of the Contracting Party who perform the opening of the Bids.  (*Indicate the procedure. For example: Each bid will be initialed by all representatives and will be numbered; any change in the unit or total price shall be initialed by the Representative of the Contracting Party, etc.)* |
| **E. Evaluation and comparison of Bids** | |
| **30.2** | The deadline for submitting clarifications or additional information requested by the Contracting Party will be at least ***(Indicate number of days)*** business days |
| **41.1** | The process is carried out in an emergency situation recognized by CABEI: \_\_\_\_(Yes) \_\_\_\_(No) |
| **41.3** | All protests must be sent in writing to any of the following addresses:  To the attention of: ***(provide the full name of the person receiving complaints)*** Title/position: ***(insert title / position)***  Contracting Party: ***(insert Contracting Party's name)***  E-mail address: ***(insert e-mail address)***  Physical address: ***(insert physical address)*** |
| **41.4** | Any protest must be resolved by the Contracting Party and communicated to the bidder within (10 business days is recommended) after receipt of the protest. |
| **F. Award of the procurement** | |
| **43.2** | Advance ***shall be paid/No advance shall be paid.***  In case of establishing advance payment add:  The advance to be granted will be for a maximum amount of ***(indicate the percentage)*** percent of the contract price, prior to the presentation of a guarantee of good use of the advance for 100% of the amount granted, with a validity of XX months.  The guarantee must be bank guarantee/bond/other type of financial instrument. that it is unconditional and at first request |
| **44.1** | Documents to be submitted after the award:   1. Updated forms agreed with the contractor:    * 1. Form TEC-4: Work plan and work execution schedule.      2. Form TEC-5: Intended Subcontractors (Where applicable).      3. Form TEC–6: Organization of the site of the works.      4. Form TEC–7: Construction methods of key activities.      5. Form TEC–8: Mobilization Program. 2. *Notarized Act of the formalization of the JV (If applicable)* 3. *Duly apostilled power of attorney (If applicable)* 4. *Other documents as required by national legislation (add the list)*   The above documents must be submitted at least ***"X" working days*** after the award. |
| **44.2** | ***If different from 28 days, the deadline for signing the contract will be (specify calendar days).***  The procedure to be followed for the signing of the contract is: ***(Detail approvals, deadlines, etc.).*** |
| **45.1** | Conciliator: The Conciliator proposed by the Contracting Party is: (*indicate the full name and address of the proposed Conciliator)*.  The Conciliator's hourly fees will be: (*indicate the amount and currency of the fees*).  His/her biographical data are set out below: *(provide relevant information such as education, experience, age, nationality, and current position; attach more pages, if necessary).* |

Section III. Evaluation Criteria

This section contains the criteria that should be used to evaluate eligibility, qualifications, technical and financial bids.

1. **Bidders’ Background Assessment**

The Bidder shall submit, included as part of its bid, all documents proving its history of participating in the procurement and its qualifications to provide the required works.

**The Bidder who does not meet all the criteria will not go to the stage of evaluation of the technical bid.**

| **Criterion 1: Authorization to submit the bid and ability to be bound and contract** | |
| --- | --- |
| **Evaluation** | **Evidence Presented** |
| Complies (Yes/No) | Letter of confirmation of participation and submission of the bid duly signed by the legal representative of the bidder. (CC-1).  The Annexes 1, 2 and 3 to this letter may be corrected. |
| Complies (Yes/No)  Or Not Applicable | *Place one of the following documents:*   1. ***Form CC-6 Bid Maintenance Guarantee / Bond and Signing of Contract (if applicable).***   ***Form CC-6- Bid maintenance Declaration (if applicable).*** |
| Complies (Yes/No) | 1. Copy of the Act of Incorporation (and its amendments if any), duly registered in the competent Public Registry.   In case of bids submitted by a JV, the copy of the act of incorporation duly registered in the competent Public Registry, of each of the members of the JV. |
| Complies (Yes/No) | 1. Copy of the Power of Representation of the person who subscribes the bid.   In case of bids submitted by a JV, the simple copy of the power of attorney of the person who signs the Intent to Participate, Consortium or Partnership (JV) form. |
| Complies (Yes/No) | 1. Copy of identification card or similar document, valid, of the person who subscribes to the bid. |
| Complies (Yes/No) /  Not Applicable | 1. Form CC-2: Intention to form a Joint Venture, Partnership or Consortium (JV) in case of bids submitted by a JV. |
| Complies (Yes/No) | 1. Form CC-3: Bidder Identification   In the case of bids submitted by a JV, Form CC-3.1: Information on Bidders constituted as JVs |

| **Criterion 2: Eligibility to contract with CABEI funding.**  In the case of bids submitted by a JV, each JV member must meet the requirement. | | |
| --- | --- | --- |
| Requirement | **Evaluation** | Documentation required |
| 1. The Bidder: 2. Its agents, staff, contractors, consultants, directors, officers, or shareholders have no connection whatsoever, nor have they been involved in activities related to money laundering and the financing of terrorism. 3. It is not in the case of creditors, bankruptcy, or liquidation. 4. It is not in court interdiction. 5. Does not have conflict of interest as described in the Instructions to Bidders and Bidding Data. 6. Its agents, staff, contractors, consultants, directors, officers, or shareholders are not included in CABEI's List of Prohibited Counterparties or other CABEI's list of ineligibility. 7. Its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been disqualified or declared by an entity or authority to be ineligible for obtaining resources or awarding contracts financed by any other entity, while the sanction is in force. 8. Its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been found guilty of crimes or sanctions related to Prohibited Practices by the competent authority. 9. They have no history of breach of contract in the last 10 years | Complies (Yes/No) | Form CC-4  Affidavit |
| 1. The bidder is not disqualified or declared ineligible or sanctioned for obtaining remedies or awarding contracts in: 2. United Nations (UN) Consolidated Sanctions List. 3. Consolidated list of individuals, groups, and entities subject to European Union (EU) financial sanctions. 4. Consolidated list of individuals, groups, and entities subject to World Bank (WB). 5. Consolidated list of Sanctions Office of Foreign Assets Control (OFAC). 6. List CABEI's List of Prohibited Counterparties. 7. UK Financial Sanctions Enforcement Office (OFSI). | Complies (Yes/No) | Form CC-4 and search on the list of disqualified, sanctioned or declared ineligible in CABEI and organizations recognized by CABEI |
| 1. The bidder has no current sanction for non-compliance with a bid maintenance declaration and has no history of breach of contract attributable to the contractor in the last 10 years. | Complies (Yes/No) | Form CC-1 and CC-4  Affidavit |
| 1. In the case of a state-owned company or institution, they prove that: 2. They are legally and financially autonomous. 3. They operate in the borrower's/beneficiary's country in accordance with commercial legislation and regulations. 4. Are not subject to the supervision of the entity acting as executing agency of the operation or as contractor. | Compliant / Not Compliant / Not Applicable | Form CC-3 y CC-3.1 |

1. **Qualification of the Bidder**

| **Criterion 1: History of breaches of contract and litigation**  In case of bid submitted by a JV each of the members must meet the requirement | | |
| --- | --- | --- |
| **Requirement** | **Evaluation** | **Documentation required** |
| * 1. The bidder has not incurred a breach of contract for works execution attributable to the contractor in the last 5 years prior to the date of receipt of the bid. | Complies (Yes/No) | Form CC-5 |
| * 1. The bidder has no history of court rulings or arbitration awards against him related to execution of works in the last 5 years prior to the date of receipt of the bid. | Complies (Yes/No) | Form CC-5 |
| * 1. The bidder, including specialized subcontractors, has not been suspended or terminated civil works contracts or charged any contract performance guarantee, for reasons related to non-compliance with any environmental and social requirement or safeguard (including exploitation and sexual abuse) in recent years *(indicate number of years).* | Complies (Yes/No) | Form CC-7 |

For evaluation purposes it will be considered a breach of contract attributable to the contractor, when the breach involved the termination of the Contract and any of the following scenarios occurred:

1. The contractor did not contest the breach of contract, including through the dispute resolution mechanisms provided for in the relevant Contract, or
2. The breach was challenged, but there is a final ruling against the Contractor.

Additionally, the following will be applied for evaluation purposes:

1. It shall not be considered as a breach of contract attributable to the contractor, where the Contracting Party's decision has been rejected under the dispute settlement mechanism.
2. Default shall be determined on the basis of all information relating to controversies or disputes which have been definitively resolved, i.e., controversies or disputes the settlement of which has taken place within the framework of the dispute settlement mechanism provided for in the relevant Contract and in which all appeals available to the bidder have been exhausted.

| **Criterion 2: Soundness of the current financial situation**  The evaluation will be made on the assumption that all pending litigation, identified on Form CC-5, will be resolved against the Bidder. | | |
| --- | --- | --- |
| Requirement | **Evaluation** | Required documentation |
| **Financial Indicators**  In the case of bids submitted by a JV, each JV member must meet the requirements. | | |
| 1. Presentation of audited financial statements | Complies (Yes/No) | Audited Financial Statements |
| 1. Average Liquidity Ratio (Current Ratio)   ***Equal to or greater than \_\_\_\_\_\_:***  Where: CR = AC/PC  CR= Average Liquidity Ratio (Current Ratio)  CA = Average short-term current assets  CL = Average short-term current liability | Complies (Yes/No) | Form FIN-1  with the respective annexes |
| 1. Average debt ratio (DR)   ***Equal to or less than \_\_\_\_\_\_:***  Where: DR = TD/TA  DR = Average debt ratio  TD = Average of total debt  TA = Average of total assets | Complies (Yes/No) |
| **Financial Capacity**: In case of bids submitted by a JV select one of the options:   1. The requirement may be met by the sum of the values of the JV members. 2. The leading company must meet at least x% (51% is recommended) of the requirement. | | |
| 1. Working capital of the last year evaluated by discounting contractual advances and discounting the values resulting from assuming that all pending litigation will be resolved against the bidder.   ***Greater than or equal to (\*): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Indicate currency and amount in letters and numbers)*** | Complies (Yes/No) | Form FIN-3  with the respective annexes |

(\*) ***It must be an amount equal to or greater than the estimated flow of payments for a period of 4–6 months, considering a linear distribution of payments in the term of execution of the resulting contract.***

| **Criterion 3: Contracting History** | | |
| --- | --- | --- |
| *Select one of the options:*   1. *The figures for each of the members of a JV will be added together to determine whether the bidder meet the minimum qualification requirements; and the leading JV company must meet at least fifty-one percent (51%) of them.* 2. *The figures for each member of a JV will be added together to determine whether the bidder meet the minimum qualification requirements. The lead company of the JV must meet the entire evaluation criterion.* | | |
| Requirement | **Evaluation** | Required documentation |
| ***(Indicate currency and amount in letters and numbers)***  Average annual number of certified payments received for contracts for the provision of goods, in the period indicated in SBD 12.2 (b) | Complies (Yes/No) | respective annexes |

*(\*\*)**Must be an amount of at least the amount of the bid.*

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| --- | --- | --- |
| **Criterion 4 Experience** | | |
| ***Select one of the following options:***   1. *The* *figures* *for* *each* *of* *the* *members* *of* *a JV* *shall* *be* *added* *together* *to* *determine* *whether* *the* *bidder* *meets* *the* *minimum* *qualification* *requirements;* *and* *the* *leading* *JV* *company* *must* *meet* *at* *least* *fifty-one* *percent* *(51%)* *of* *them.* 2. *The* *figures* *for* *each* *of* *the* *members* *of* *a JV* *will* *be* *added* *together to determine whether the bidder meets the minimum qualification requirements.* 3. *The leading company of the JV must meet the entire evaluation* *criterion.* | | |
| **Requirement** | **Evaluation** | **Required documentation** |
| 1. Minimum general experience in: (Detail the quantity and characteristics of the works executed that will be considered as general experience) | Complies (Yes/No) | Form EXP-1 with the respective annexes |
| 1. Minimum specific experience in: (Detail the quantity and characteristics of the works executed that will be considered as specific experience) | Complies (Yes/No) | Form EXP-2 with the respective annexes |
| General experience corresponding to the period indicated in SBD 12.2 (c) and specific experience corresponding to the period indicated in SBD 12.2 (d) | | |

1. **Conformity of the Technical Bid**

The criteria for evaluating technical bids shall be:

| **Evaluation Criteria** | **Evaluation** |
| --- | --- |
| 1. Experience of the proposed Key Personnel (TEC-1 y TEC-2) | Complies (Yes/No) |
| 1. Availability of the necessary equipment for the construction (TEC-3) | Complies (Yes/No) |



**The bidder who does not meet all the criteria of technical evaluation will not go to the stage of evaluation of the financial bid.**

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| **Criterion 1: Training Experience of proposed key professional staff\*** | | | | | |
| ***The bidding requirements for proposed professional staff must be clearly defined, so that bidders provide the information required.***  *.* | | | | | |
| **No.** | **Title** | **Criteria to assess** | **Requirement** | **Evaluation** | **Documentation required** |
| **1** | *Indicate the title/*  *position of the person* | *Education* | *Minimum grade* | *Complies (Yes/No)* | Form TEC-1 and TEC-2 with the respective supporting information |
| *General experience* | *Years or number of projects and/or amount* | *Complies (Yes/No)* |
| *Specific experience* | *Years or number of projects and/or amount* | *Complies (Yes/No)* |
| (\*) In cases where the key personnel submitted does not meet the minimum criteria, as part of the evaluation process, the bidder may be asked to substitute such professional personnel. | | | | | |

*The number of professionals defined as key personnel to be evaluated shall be indicated.*

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| --- | --- | --- | --- | --- | --- |
| **Criterion 2: Construction Equipment (when applicable)*.*** | | | | | |
| *The bidding requirements for the proposed equipment must be clearly defined, so that the bidders provide the information required.* | | | | | |
| **No.** | **Equipment** | **Criteria to assess** | **Requirement** | **Evaluation** | **Required documentation** |
| 1 | *Indicate the required equipment (detail the Type of equipment and its main characteristics)* | *Minimum quantity required* | *(Number of units and its capacity)* | *Complies (Yes/No)* | Form TEC-3 with the respective supporting information |
| *Capacity* | *Complies (Yes/No)* |
| (\*) In cases where the key personnel submitted do not meet the minimum criteria, as part of the evaluation process, the bidder may be asked to substitute such professional personnel. | | | | | |

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| --- | --- | --- | --- | --- |
| **Criterion 3: Alternative Technical Solutions for certain parts of the Works (when applicable). (When applicable)*.*** | | | | |
| *The bidding requirements for the proposed equipment must be clearly defined, so that the bidders provide the information required.* | | | | |
| **No.** | **Requirement** | **Evaluation** | | **Required documentation** |
| 1 | *It will be determined as follows whether alternative technical solutions for certain parts of the works are acceptable, provided that they are permitted according to the provisions of ITB 14* | *Indicate criteria* | *Complies (Yes/No)* | Indicate documentation to present |
| *Complies (Yes/No)* |
| (\*) In cases where the key personnel submitted do not meet the minimum criteria, as part of the evaluation process, the bidder may be asked to substitute such professional personnel. | | | | |

**Additional information**

The contracting party shall review and analyze TEC-4, TEC-6, TEC-7, and TEC-8 Forms, may request clarifications and/or corrections thereof, considering that as a result of such review **may not disqualify** any of the bidders.

1. **Financial Evaluation**

The bidder must provide the required data in accordance with what is described in the forms indicated in Section IV Forms, based on these forms, the Contracting Party will evaluate only the financial bids of those bids that meet the established background requirements of the bidder of the technical bid.

***Where separate prices are quoted for different lots (contracts), and several lots (contracts) can be awarded to a single bidder, the methodology for determining the price assessed as the most appropriate shall be clearly defined in this paragraph.***

When evaluating the financial bids, the Contracting Party shall determine the reasonableness of the price and the evaluated price of each bid, making arithmetic corrections in accordance with the provisions of ITB 34.

Once the financial bids have been reviewed and the arithmetic corrections confirmed by the bidders, if any, they will be ordered according to the value of the financial bid and the most convenient bid will be selected.

1. **Most convenient bid**

The Contracting Party shall recommend the award of the contract to the most suitable bid, which shall be that which:

1. Meets all background requirements.
2. The technical bid meets all the evaluation criteria.
3. Presents the lowest price.
4. Comply with the provisions of paragraph 6.1 of the ITB.
5. It is not included in CABEI's list of Prohibited Counterparties.
6. It is not disqualified or declared ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI.
7. If alternative bids are permitted under ITB 14, indicate how it will be determined whether alternative technical solutions for certain portions of the work are acceptable.

Section IV . Bidding Forms

**Background of the bidder**

**CC - 1** Bid Submission Letter

**CC - 2** Intention to form a Joint Venture, Partnership or Consortium (JV) *(Applicable only for bids submitted for a JV)*

**CC - 3** Bidder Identification

**CC - 3.1** Information on Bidders constituted as JVs

**CC - 4** Affidavit

**CC – 5** History of contracts non-performance and litigations

**CC - 6** Bid Maintenance Guarantee Form

Bid Maintenance Guarantee Form (Bond)

Bid Maintenance Declaration Form

**CC - 7** Environmental and social performance statement

**FIN - 1** Financial Situation

**FIN - 2** History of contracts

**FIN - 3** Working capital

**EXP - 1** General Experience

**EXP - 2** Specific Experience

**Technical Bid**

**TEC - 1** Proposed Professionals and Assignment of functions.

**TEC - 2** CV of Proposed Key Professional Staff.

**TEC - 3** Equipment necessary for the execution of the work.

**TEC - 4** Work Plan and Work Execution Schedule.

**TEC – 5** Specialized subcontractors planned.

**TEC – 6** Specialized subcontractors planned.

**TEC – 7** Construction methods of key activities.

**TEC – 8** Mobilization program.

**Financial Bid**

**ECO-1** Estimated List of Bill of Quantities and their Unit Prices (For unit price contracts)

**ECO-2** Calendar of activities (For contracts by Lump Sum)

**Form CC-1**

**Bid Submission Letter**

International Public Bidding No.:

Mr. (Contracting Party’s name)

Dear Sirs,

We hereby confirm our decision to participate in the procurement ***"(title of the bidding in which it participates)".***

We also declare that:

1. We have reviewed the bidding document, including the addendums issued in accordance with the Instructions to Bidders and have no reservations about this.
2. We present our bid in attachment, with a period of validity of the offer of \_\_\_\_ days from the date of termination of the established period for receipt of bids.
3. Our financial bid is for a total closed sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(Write the currency, the amount in numbers and letters).***
4. We confirm the commitment to comply with the proposal in the event that our company ***(full name of the Bidder)*** is awarded and is contracted.
5. We accept that any false data or omission that may be contained in this bid and/or its annexes may be a justifiable element for the disqualification of the bid and declare that:

We have not been suspended or declared ineligible by the Contracting Party in connection with the execution of a Bid Maintenance Declaration in the Contracting Party's country.

If there are commissions or gratuities, paid or to be paid by us to agents in connection with this Bid and the performance of the Contract if it is awarded to us, they are indicated below:

|  |  |  |
| --- | --- | --- |
| Name and address of the recipient | Amount and currency | Purpose of the Commission or Gratuity |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *(*If there are no commissions or gratuities indicate "none") | | |

1. (Select the corresponding option and delete the other)

We are not a state-owned institution or enterprise

We are a state-owned institution or enterprise, but we meet the requirements of ITB 5.9.

It is understood that the documents submitted and all the information that is attached to this bid, will be used by the Contracting Party, to determine, with its discretion, the capacity for the provision of what is required through the bidding process.

1. We understand that this Bid, together with its Annexes 1, 2 and 3 as well as your written acceptance included in your Letter of Acceptance, shall constitute a binding contract between us until the formal contract has been drafted and entered into.
2. We understand that you are not obligated to accept the lowest evaluated Bid, the most convenient Bid, or any other Bid you may receive.
3. We hereby propose the following three persons, whose curriculum vitae is attached, as potential members of the Dispute Adjudication and Avoidance Board (DAAB): if no DAAB members are currently proposed, indicate “not proposed”,

|  |  |
| --- | --- |
| Name | Address |
| * + - 1. ……...... |  |
| * + - 1. ……….. |  |
| * + - 1. ……… |  |

We are presenting our bid as a Joint Venture (JV) consisting of*: (in this case insert a list with the full name and address of each member of the JV, indicating the company or firm that leads the consortium, if this issue does not apply delete these lines).*

In case of being selected as the contractor of the work, we undertake to develop the proposed execution schedule and comply with all the scopes requested in the clauses of the contract, in accordance with the technical requirements, plans, studies, instructions of this bidding process.

The signature of the undersigned in this document is duly authorized to sign by and on behalf of ***(full name of the bidder)*** and guarantees the truth and accuracy of all statements and documents included.

Dated \_\_\_\_\_\_\_\_\_\_ day\_\_\_\_\_ of the month \_\_\_\_\_\_\_\_\_\_\_ of the year \_\_\_\_\_\_.

Name of the bidder or JV \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position of the signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and signature of the Legal Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following are part of this Letter:

Annex 1: Estimated list of Bill of Quantities and its unit prices /Schedule of activities

Annex 2: CC-4 Affidavit

Annex 3: TEC – 4 Execution Schedule

**FORM CC-2**

*Applies in case of bids submitted by companies intending to form a Joint Venture, Consortium or Other Forms of Partnership (JV)*

**Intention to form a Joint Venture, Consortium or Association (JV)**

Gentlemen: (*Name of the Contracting Party)* of Process No. *(indicate name and process number)*

From our consideration:

We hereby declare intention to form a Joint Venture, Consortium or Association (JV) in which the participating members are jointly and severally liable, under the following considerations:

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

JV Lead Legal Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated date of incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of proposed legal representative for the JV: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV's proposed legal representative identification document: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Legal Entities that form the JV and their respective percentage participation.

|  |  |  |
| --- | --- | --- |
| Legal Entity | Tax Identification | Country of incorporation |
|  |  |  |
|  |  |  |
|  |  |  |

Kind regards

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Representative (Legal Entity 1) Legal Representative (Legal Entity 2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designated Legal Representative

*(Signatures of the legal representatives of the legal entities in joint venture and the designated legal representative)*

*Each JV member must attach a written confirmation using a power of attorney to sign.*

NOTE: The letter of intent of Joint Venture, Consortium or Association (JV) must be sent with an attached copy of the proposed JV agreement.

**FORM CC-3**

**Bidder Identification Form**

International Public Bidding No.:

Name of bidder: (*indicate full name)*

Date: (*indicate day, month, and year)*

*The information contained in this form will be used during the evaluation process for the identification of the bidder, so the information presented here must be consistent among others with the financial statements, contracting history, general and specific experience presented.*

|  |
| --- |
| Name of Bidder |
| If an JV, name of each JV member: |
| Country of actual or intended registration of the Bidder: (indicate where it is incorporated or intends to be incorporated) |
| Year of actual or anticipated incorporation of the Bidder: |
| Legal domicile of the Bidder (in the country of incorporation): |
| Information on the Bidder's authorized representative and addresses for receipt of notifications  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The following documents are attached:  🞎 Deed of incorporation (or equivalent incorporation or association documents) and/or registration documents of the above-mentioned legal entity, in accordance with the provisions of ITB 18  🞎 In the case of an JV, letter of intent to form an JV or JV agreement, in accordance with ITB 5.10, ITB 23.4  🞎 In the case of a state enterprise or institution, in accordance with the provisions of ITB 5.9 documents evidencing:   1. They are legally and financially autonomous. 2. They operate in the borrower/beneficiary's country in accordance with commercial laws and regulations. 3. Are not subject to the supervision of the entity acting as executing agency of the operation or as contractor. |

**FORM CC-3.1**

**JV Identification Form**

International Public Bidding No.:

Name of bidder: *(indicate full name)*

Date: *(indicate day, month, and year)*

*The information contained in this form will be used during the evaluation process for the identification of the bidder, therefore, the information presented herein must be consistent with, among others, the financial statements, contracting history, general and specific experience presented.*

*Information to be filled out by each of the members of the JV*

|  |
| --- |
| Name of the Bidder's JV: |
| Name of the JV member: |
| JV member's country of incorporation |
| Year of incorporation of the JV member: |
| Legal address of the JV member in the country of incorporation: |
| Information about the JV member's authorized representative  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Copies of the original of the following documents are attached:   * A copy of the original of the deed of incorporation (or equivalent documents of incorporation or association) and/or the registration documents of the above-mentioned legal entity shall be attached, in accordance with the provisions of ITB 23.4. * In the case of a state enterprise or institution, in accordance with the provisions of ITB 5.9 documents evidencing:  1. They are legally and financially autonomous. 2. They operate in the borrower's/recipient's country in accordance with commercial laws and regulations. 3. They are not under the supervision of the entity acting as the executing agency of the operation or, in the case of a state enterprise or institution, in accordance with ITB 4.6, documents evidencing that it is legally and financially autonomous, that it operates under commercial law, and that it is not under the supervision of the Contracting Party. |

**FORM CC - 4**

**Annex 1 to the Bid Submission Letter**

**Affidavit**

International Public Bidding No: *(place the name and identification number of the procurement)*

I ***(Name of the person credited to the Power of Attorney)*** \_\_\_\_\_\_\_\_\_\_, with identification document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my capacity as the legal representative of *(Name of the bidder in accordance with CC-3 Form)* \_\_\_\_\_\_\_\_\_\_\_,

I certify and declare the following:

1. That my represented, its agents, its staff, contractors, consultants, directors, officials, or shareholders have no connection whatsoever, nor have they been involved in activities related to money laundering and the financing of terrorism.
2. That my represented is not in the call for creditors, bankruptcy, or liquidation.
3. That my represented is not in court interdiction.
4. That my represented does not have no conflict of interest as described in the Bidders' Instructions and Bidding Data.
5. That my represented complies with the eligibility requirements set forth in ITB 5.
6. That my represented, its agents, its staff, contractors, consultants, directors, officers, or shareholders are not included in CABEI's List of Prohibited Counterparties or CABEI's other list of ineligibility.
7. That my represented, its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been disqualified or declared by an entity or authority as ineligible to obtain resources or award contracts financed by any other entity, while the sanction is in force.
8. That my represented, its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been found guilty of crimes or sanctions related to Prohibited Practices by the competent authority.
9. That my represented, have no history of breach of contract in the last 10 years.

Likewise, I authorize the corresponding *(name of the Contracting Party)* and the Central American Bank for Economic Integration (CABEI) to carry out the verifications it deems appropriate in order to corroborate the above with any search system or database that the Contracting Party or CABEI has for such purposes, as well as with any competent authority deemed necessary.

Likewise, I certify and declare to know the origin of the funds from the patrimony of my represented and I manifest that they do not come from any illicit activity.

Finally, and if this is the case, I declare that the funds provided will be managed in accordance with best practices, transparency, and integrity and at no time will this be used for illicit activities.

We further declare that immediate notice will be given to the Contracting Party and CABEI in the event that at a later time any change in the aforementioned conditions occurs.

We agree that the Contracting Party shall have the right to exclude us from this bidding process if the information provided in this Affidavit is false or if the change of status occurs at a time after the delivery of this Affidavit.

**Bidder:** *(Name of the bidder)*

**Name:** *(Complete name of the signatory)*

**Title:** *(of the signatory)*

**Signature***: (signature of the person whose name and title are listed above).*

**Date***: (day, month, and year in which the bid is signed)*

*In case of bids submitted by a JV, the form must be submitted by all JV members.*

**Form CC-5**

**History of contracts non-performance and litigations**

Name of the Bidder: *(indicate complete name)*Date: *(indicate day, month, year)*JV member’s name: *(indicate complete name)*

1. **History of non-performance**

|  |
| --- |
| The bidder declares that: |
| 🞎 There has been **no** breach of contract in the last 5 years prior to the date of submission of the bids, in accordance with what is specified in evaluation criterion No. 1.1 of Section III, letter B.  🞎 There has been a breach of contract in the last 5 years prior to the date of submission of bids, in accordance with what is specified in evaluation criterion No. 1.1 of Section III, letter B. |

***In case of having incurred in breach of contracts, indicate the details of the same, otherwise indicate “Not applicable.”***

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Part of the Contract affected by the breach** | **Identification of the Contract** | **Total Contract amount (updated value to the currency of the bid)** |
| *(Indicate the year)* | *(Indicate the amount and the percentage)* | **Identification of the Contract:** ***(indicate the full name and number of the contract and all other******relevant******identifying******information)***  **Name of the Contracting Party:** ***(indicate the* full** **name)**  **Address of the Contracting Party:** ***(indicate the street, the city, and the country)***  **Reasons for non-compliance**: ***(indicate the main reasons)*** | *(Indicate the amount)* |

1. **Pending Litigations**

|  |
| --- |
| The bidder declares that: |
| 🞎 There is no history of judicial decisions or arbitration awards against the Bidder in the last 5 years prior to the date of submission of the bids, in accordance with what is specified in evaluation criterion No. 1.2 of Section III, letter B.  🞎 There is a history of judicial decisions or arbitration awards against the Bidder in the last 5 years prior to the date of submission of the bids, in accordance with what is specified in evaluation criterion No. 1.2 of Section III, letter B. |

*In case of judicial decisions or arbitration awards against the bidder or pending disputes, indicate the details thereof, otherwise indicate “Not Applicable”.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of the award** | **Result expressed as a percentage of net value** | **Contract Identification** | **Total Contract amount (updated value to the currency of the bid)** |
| *(Indicate the year)* | *(Indicate percentage)* | **Identification of the Contract:** ***(indicate the full name and number of the contract and all******other******relevant******identifying******information)***  **Name of the Contracting Party:** ***(indicate******the******full******name)***  **Address of the Contracting Party:** ***(indicate*** ***the*** ***street,*** ***the*** ***city,*** ***and*** ***the*** ***country)***  **Subject matter of the dispute**: ***(indicate the main issues of the dispute)***  **Party that initiated the dispute:** ***(indicate "Contracting party" or "Contractor")***  **Status of the dispute:** ***(indicate whether it is being dealt with by the conciliator, whether it has been submitted to arbitration or whether it is in court).*** | *(Indicate the amount of the litigation)* |

Bidder/JV Member: ***(indicate full name of bidder/JV member)***

Name: ***(indicate the full name of the person of the representative)***

Title: ***(of the signatory)***

In case of bids submitted by a JV, the form must be submitted by all JV Members.

**FORM CC - 6**

**Bid Maintenance and Contract signing Guarantee.**

**(Guarantee at First Requirement)**

**(Guarantor's letterhead or SWIFT identification code) (Please provide the name of the bank and address of the issuing branch or office)**

Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(provide Contracting Party's name and address)***

Procurement No: ***(indicate reference number of the procurement notice or bidding process)***

Date: ***(indicate date of issue)***

No. OF BID MAINTENANCE GUARANTEE: \_\_\_\_\_ (***identification of the Guarantee)***

Guarantor: ***(Indicate the name and address of the place of issue unless indicated on letterhead***)

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(indicate the name of the bidder, which in the case of a Joint Venture will be the name of this association (legally constituted or to be constituted) or the names of its members)*** (hereinafter referred to as "the Bidder") has submitted or will submit to the Beneficiary its bid (hereinafter referred to as "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_ ***(Name of the Contract***) under the Invitation for bidding number ***(indicate the number).***

Likewise, we understand that, in accordance with the conditions established by the Beneficiary, a Bid Maintenance Guarantee must support the bid.

At the request of the Bidder, we ***(indicate the name of the bank),*** as Guarantor, hereby irrevocably obligated ourselves to pay you a sum or sums, not exceeding a total amount of \_\_\_\_\_\_\_\_\_\_\_ ***(indicate the amount in figures)*** (\_\_\_\_\_\_\_\_\_\_\_\_) ***(amount in words)*** upon receipt at our offices of your first written request and accompanied by a written communication stating that the bidder is in breach of its obligations under the conditions of the bid, because the Bidder:

* + 1. Have withdrawn its Bid during the period of validity set forth by the bidder on the Letter of Confirmation of Participation and Bid Submission form, or any extended date set by the Bidder; or
    2. Having notified the Beneficiary that it has accepted its Bid before the expiration date of the validity of the Bid or any extension thereof established by the Bidder, (i) does not sign or refuse to sign the contract within the period established for its signature, or (ii) does not supply or refuses to provide the Contract Performance and/or Compliance Guarantee, in accordance with the Instructions to Bidders.

This warranty will expire (a) if the Bidder is the selected Contractor, when we receive copies of the Contract signed by the Bidder and the Contract Performance and/or Compliance Guarantee issued in favor of the Beneficiary in connection with such contract; (b) in the event that the Bidder is not the selected Contractor, thirty days after the expiration date of the Bid Validity.

This guarantee is subject to the ICC Uniform Rules for Demand Guarantees (URDG), revision 2010, International Chamber of Commerce publication No. 758.

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

***Note: The italic text is intended to help prepare this form and should be deleted from the final document***

**FORM CC - 6**

**Bid Maintenance Guarantee and Contract signing**

**(Bond at First Requirement)**

***(The Guarantor will complete this Bond Form in accordance with the instructions)***

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

No. OF BID MAINTENANCE BOND: \_\_\_ *\_\_\_\_\_ (identification number of the Bond)*

By this bond, *(name of the bidder),* acting in his capacity as Principal Obligor (hereinafter, "the Principal Obligor"), and (*name, legal name and address of the Guarantor), authorized to conduct business in (name of the Contracting Party's country) as Guarantor (hereinafter "The Guarantor"),* are obligated and firmly commit to *(indicate the name of the Contracting Party)* as a Obligator (hereinafter "the Contracting Party") for the sum of *(indicate the amount in figures)[[2]](#footnote-2)*, (indicate the amount in words), for whose payment, which must be made correctly and effectively, we the Principal and the Guarantor mentioned above, are obligated, as well as to our successors and assigns, firmly, jointly and severally hereby.

WHEREAS the Principal has submitted to the Contracting Party a written Bid dated to the \_\_\_\_\_ days of the month of \_\_\_\_ of year \_\_\_\_ for the execution of ***(name of the bidding process)*** (hereinafter, "the Bid").

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

1. Withdraw its bid during the period of validity established by the bidder in the Bid Submission Form or any extended date granted by the Principal Obligor.
2. Having been notified of the acceptance of its Bid by the Contracting Party before the expiration date of the Validity of the Bid, or any extension accepted by the Principal Obligor (i) does not sign the Contract within the period established for its signature, or ((ii) does not provide the Contract Performance and/or Compliance Guarantee, in accordance with the provisions of the Instructions to Bidders.

The Guarantor will then immediately proceed to pay the Contracting Party the maximum sum indicated above upon receipt of Contracting Party's first written request, without the Contracting Party having to support his request, provided that it establishes in the request that it is motivated by any of the events described above and specifies which one(s) occurred.

The Guarantor hereby agrees that its obligation is irrevocable and shall remain in force and effect until the 30th day inclusive of the date of expiry of the validity of the Bid set forth in the Bid Submission Letter or any extension accepted by the Principal Obligor.

IN PROOF OF CONFORMITY, the Principal Obligor and the Guarantor have arranged for these documents to be executed in their respective names on the day of the date \_\_\_\_\_of \_\_\_\_\_\_\_of 20\_\_\_\_.

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

Guarantor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company seal (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| (Signature)  (Name and Title in printed letter) | (Signature)  (Name and Title in printed letter) |

**FORM CC - 6**

**Bid Maintenance Declaration Form**

Date: *(Enter date (day, month, year)*

Procurement No: *(indicate reference number of the procurement or the bidding process)*

To: *(enter the Contracting Party's full name)*

The undersigned declare that, in accordance with your terms, Bids must be supported by a Bid Maintenance Declaration.

We understand that in accordance with your terms, Bids must be supported by a Bid Maintenance Declaration.

We agree that we will be automatically declared ineligible to participate in procurement processes to be awarded any contract with the Contracting Party who called for bidding for the period of indicated in the Bidding Data (BD) of this bidding document, if we breach our obligation(s) under the terms of the Bid if:

(a) we withdraw our Bid prior to the expiration date of the validity of the Bid specified in the Bid Submission Letter, or any extended date granted by us; or

(b) if once the Contracting Party has notified us of the acceptance of our Bid prior to the expiration date of the validity of the Bid indicated in the Bid Submission Letter or any extended date granted by us, (i) we have not signed or refused to sign the Contract, or (ii) we have not supplied or have refused to provide the Performance Guarantee in accordance with the PCC.

We understand that this Bid Maintenance Declaration will expire if we are not selected, when the first of the following occurs: (i) we have received your notice indicating the name of the selected Bidder, or (ii) thirty days have elapsed after the expiration date of the validity of our Bid.

Name of the bidder[[3]](#footnote-3): *(indicate full name of the bidder)*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*[[4]](#footnote-4) *(please indicate the full name of the person duly authorized to sign the Bid)*

Title of the person signing the Bid *(indicate the title of the person signing the Bid)*

**Signature of the aforementioned person** *(signature of the person whose name and position are indicated above)*

Date of signature: The day \_\_\_\_\_\_ of the month \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the year \_\_\_\_

**Form CC-7**

**Environmental and Social Performance Declaration**

*(The information must be completed by the bidder and by each of the JV members and each Specialized Subcontractor)*

Name of the Bidder: *(indicate complete name)*Date: *(indicate day, month, year)*JV member’s name: *(indicate complete name)*

Name of the Specialized Subcontractor: *(indicate complete name)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Environmental and Social Performance Declaration** | | | |
| 🞎 **Non-suspension or termination of the contract**: No Contracting Party has suspended or terminated a contract or charged the performance guarantee of a contract for reasons related to environmental and social performance in the period indicated in the evaluation criterion No. 1.3 of Section III, subsection B.  🞎 **Declaration of suspension or termination of contract:** The following contract(s) has been suspended or terminated and/or the guarantee of environmental performance charged by a Contracting Party for reasons related to Environmental and Social Performance, in the period indicated in evaluation criterion No. 1.3 of Section III, subsection B.  The details are described below: | | | |
| **Year** | **Suspension or contract partial resolution** | **Contract Identification** | **Total Contract amount (actual value, currency, Exchange rate and US$ equivalent)** |
| *(Indicate the year)* | *(Indicate the amount and the percentage)* | **Identification of the Contract:** ***(indicate the full name and number of the contract and all other relevant identifying information)***  **Name of the Contracting Party:** ***(indicate the full******name)***  **Address of the Contracting Party:** ***(indicate the street, the city, and the******country)***  **Reasons for suspension or termination**: ***(indicate the main reasons for example******failures related to exploitation, abuse, and sexual harassment).*** | *(Indicate the amount)* |
| *(Indicate the year)* | *(Indicate the amount and the percentage)* | **Identification of the Contract:** ***(indicate the full name and number of the contract and all other relevant identifying information)***  **Name of the Contracting Party:** ***(indicate the full******name)***  **Address of the Contracting Party:** ***(indicate the street, the city, and the******country)***  **Reasons for suspension or termination**: ***(indicate the main reasons)*** | *(Indicate the amount)* |
| *…* | *…* | *(Indicate all related contracts)* | *…* |
| **Performance Guarantees executed and collected by a Contracting Party due to issues related with AS performance.** | | | |
| **Year** | **Contract Identification** | | **Total Contract amount (actual value, currency, Exchange rate and US$ equivalent)** |
| *(Indicate the year)* | **Identification of the Contract:** ***(indicate the full name and number of the contract and all other relevant identifying information)***  **Name of the Contracting Party:** ***(indicate the full******name)***  **Address of the Contracting Party:** ***(indicate the street, the city, and the******country)***  **Reasons for executing the Performance Guarantee*: (indicate the main reasons for example: failures related to exploitation, abuse, and sexual harassment).*** | | *(Indicate the amount)* |
| *…* | *(Indicate all related contracts)* | | *…* |

**FORM FIN-1**

Financial Situation

In the case of bids submitted by a JV, the form must be submitted by all JV members.

Information to be completed by the bidder, in the event of a JV, must be completed by each member.

Legal name of the bidder: ***(indicate full name)*** Date: ***(indicate day, month, and year)***

Legal name of the JV member: ***(indicate full name)***

Invitation for Bidding No.: ***(Indicate procurement number)***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial Information (indicate currency)** | **Historical Financial Information *(indicate currency)*** | | | | | |
| **Year 1** | **Year 2** | **Year 3** | **Year ...** | **Year *n*** | **Average** |
| **Balance Sheet Information** | | | | | | |
| Total Assets (TA) |  |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |  |
| Net Worth (NW) |  |  |  |  |  |  |
| Short-term assets (STA) |  |  |  |  |  |  |
| Short-term liabilities (STL) |  |  |  |  |  |  |

Copies of the financial statements (balance sheets, including all notes relating thereto, and income statements) of the bidder and of each of the members of the JV for the required periods, which meet the following conditions, must be attached:

1. Historical financial statements should be audited by authorized independent auditors.
2. The historical financial statements must be complete, including all notes to the financial statements.
3. Historical financial statements must correspond to accounting periods already completed and audited (part-time financial statements will not be requested or accepted)

**FORM FIN-2**

**History of Contracts**

**Information to be completed by the bidder and each JV member.**

Legal name of the bidder: *(indicate full name)* Date: (*indicate day, month, and year)*

Legal name of the JV member*: (indicate full name)*

|  |  |
| --- | --- |
| **Year** | **Amount and currency** |
| *(Indicate year)* | *(Indicate amount and currency)* |
|  |  |
|  |  |
|  |  |
|  |  |
| **Average annual turnover** |  |

\* Average annual turnover, obtained by calculating the sum of the annual sales volume divided by the number of years.

Bidder: ***(indicate full name of the bidder)***

Name: ***(indicate the full name of the person signing the bid)***

Title: ***(of the signatory)***

Signature: ***(signature of the person whose name and title are indicated above)***

Date: ***(day, month, and year in which the bid is signed)***

**FORM FIN-3**

Working Capital

Legal name of the bidder: *(indicate full name)* Date: (*indicate day, month, and year)*

Legal name of the JV member: ***(indicate full name)***

Describe the detailed information of the sources of financing bids, such as liquid assets, lines of credit and other financial means, (discounted current commitments), that are available to meet all the cash flow needs associated with the contract.

| **Source of the working capital** | **Amount and currency** |
| --- | --- |
|  |  |
|  |  |
|  |  |

Notes:

For the purposes of evaluation, the following will be considered:

1. Liquid assets: Proof indicating the amount available in the bank account no older than 30 days from the date of receipt of bids.
2. Credit Lines: Record indicating the amount available in bank credit line, no older than 30 days from the date of receipt of bids.

Bidder: ***(indicate full name of the bidder)***

Name: ***(indicate the full name of the person signing the bid)***

Title: ***(of the signatory)***

Signature: ***(signature of the person whose name and title are indicated above)***

Date: ***(day, month, and year in which the bid is signed)***

In case of offers submitted by a JV, the form must be submitted by all JV members.

**FORM EXP-1**

General Experience

Describe the detailed information of each of the contracts or provisions for goods/services either individually or as a member of an Association (JV).

Legal name of the bidder: *(indicate full name)* Date: (*indicate day, month, and year)*

Legal name of the JV member: ***(indicate full name)***

(Identify contracts that demonstrate continuity of operation)

| **Start**  **Month/**  **Year** | **End**  **Month/**  **Year** | **Years** | **Contract Identification\*** | **Bidder’s Role** |
| --- | --- | --- | --- | --- |
| *(Indicate month/year)* | *(Indicate month/year)* | *(Indicate number of years)* | Contract or provision name: *(indicate full name)*  Brief description of the scope of the: *(describe the subject matter of the contract in a brief form)*  Contracting Party's Name*:(indicate full name)*  Address: *(indicate street/number/city/country)* | *(Indicate the bidder’s activity under the contract)* |
|  |  |  |  |  |
|  |  |  |  |  |

\*The information provided must be completed for each of the experiences presented and must be supported by a copy of the receipt of the goods/services received to full satisfaction, which was issued by the Contracting Party.

*In the case of bids submitted by a JV, the form must be submitted by all JV members.*

**FORM EXP-2**

**Bidder’s Specific Experience**

Describe the detailed information for each of the contracts, either individually or as a member of a JV.

|  |  |
| --- | --- |
| Description of the works executed by the bidder: | |
| Name of the Contracting Party: | |
| Address:  Telephone:  Fax:  Email: | |
| Country where the work was executed:  Place within the country: | |
|  | |
| Execution period of the work: | |
| Start date(month/year): | End date(month/year): |
| Total value of execution of the work: (*in indicate currency)* | |
| If the contract was performed in a JV, provide the value of the contract that corresponded to the bidder presenting the specific experience: | |
| If the contract was made in a JV, provide the names of the other persons/firms/entities that were part of the JV. | |

The information provided here must be completed for each of the experiences presented and must be supported by a copy of the proof of the works received to full satisfaction, which was issued by the contractor.

**Bidder:** *(indicate full name of the Bidder)*

Name: *(indicate the full name of the person signing the bid)*

Title: *(of the signatory)*

*In case of bids submitted by a JV, the form must be submitted by all JV members.*

**FORM TECH-1**

**Proposed Key Professionals and assignment of Duties.**

Required information on the proposed professionals.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No** | **Name** | **Profession** | **Position to be assigned** | **% Of dedication to the Project** | **Duration of the appointment** | **Planned Schedule for the position** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Bidder: ***(indicate full name of the bidder)***

Name: ***(indicate the full name of the person signing the bid)***

Title: ***(of the signatory)***

Signature: ***(signature of the person whose name and title are indicated above)***

Date: ***(day, month, and year in which the bid is signed)***

**FOR TECH-2**

**Curriculum Vitae for proposed Key Professional Personnel**

|  |  |
| --- | --- |
| 1. Proposed position: *(only one candidate should be nominated for each position)* | |
| 1. Name of the bidder: *(insert the name of the bidder proposing the candidate)* | |
| 1. Name of individual: *(insert full name):* | |
| 1. Date of birth: | Nationality: |
| 1. Education: *(Indicate the names of the universities and other specialized studies of the individual, giving the names of the institutions, degrees obtained and the dates on which he/she obtained them.)* | |
| 1. Professional associations to which he/she belongs: | |
| 1. Other specializations *(Indicate other significant studies after having obtained the degrees indicated in number 5 – Where he/she obtained the education):* | |
| 1. Countries where he/she has work experience: (*List the countries where the individual has worked in the last ten years)* | |
| 1. Languages (*For each language indicate the degree of competence: good, regular, poor, in speaking, reading, and writing)* | |
| 1. Labor History *(Starting with the current position, list in chronological the positions that have been held since the candidate graduated, indicating for each job the activities carried out within the framework* *of each position,* dates of employment, name of the organization and positions held):   From (*Year and month*): \_\_\_\_\_\_\_\_\_\_\_\_ To (*Year and month*) \_\_\_\_\_\_\_\_\_\_\_\_  Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Positions and functions performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**Certification of the proposed professional:**

I, the undersigned, certify that,

1. I have been informed by the (***add name of the bidder)*** that my resume will be included in the bid for the bidding process: (*Name of the process*).
2. To my best knowledge and understanding, this curriculum correctly describes my person, my qualifications, and my experience.
3. We accept that any false data or omission that may contain this resume and its annexes may be justifiable element for the disqualification of the bid.

**Bidder Certification:**

I, as an authorized representative of *(Name of the Bidder)*, certify that I have obtained the consent of the aforementioned professional to include his resume in the bid of the process *(Name of the Process)*, and that said professional has declared that he/she will be available to perform the work in accordance with the provisions of execution and schedule indicated in the bid.

Full name of the bidder's representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the representative Date (day, month, year)

**FORM TECH- 3**

**Equipment necessary for the construction of the work**

The bidder declares that the following information, on the existence of equipment necessary to carry out the construction of the work *(defined in each process),* shows the detail of the equipment that the bidder makes available to carry out the same and in case of not having it, presents the proof of intention to lease by the commercial business (s) of recognized solvency and credibility.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | ***Type and Model of Equipment*** | ***Year of Manufacture*** | ***Current Status*** | ***(\*) Own (O) or Rented (R)*** | ***Power Specification*** | ***Capacity***  ***(Ton. or m3)*** | ***Current Location*** | ***Current commitments*** |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

(\*) In case of rented equipment, present a commitment of availability on the part of the owner of said equipment.

The Contracting Party reserves the right to confirm this information and in case of not being able to carry out the corresponding verification, it will not be considered in the evaluation.

Bidder*: (indicate full name of the bidder)*

Name: *(indicate the full name of the person signing the bid*)

Title: *(of the signatory)*

Signature: *(signature of the person whose name and position are indicated above)*

Date*: (day, month, and year in which the bid is signed)*

**FORM TECH-4**

**Work Plan and Work Execution Schedule**

**WORK PLAN (GANTT CHART)**

The main activities to be carried out for the execution of the work, the chronological order of the same and the times proposed for each of them must be shown.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Activity** | **Months** | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **n** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| N | *Provisional Sums (delete if you do not use this concept)* |  |  |  |  |  |  |  |  |  |  |  |

Bidder*: (indicate full name of the bidder)*

Name: *(indicate the full name of the person signing the bid*)

Title: *(of the signatory)*

Signature: *(signature of the person whose name and position are indicated above)*

Date*: (day, month, and year in which the bid is signed)*

**FORM TECH-5**

**Planned Specialized Subcontractors**

In the case of specialized subcontracting, the bidder must fill out the following form and attach for each subcontractor the following information:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of subcontractor** | **Sections of the work to be subcontracted** | **Subcontractor full address, telephone, email** | **% to subcontract** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Subcontractor**

**Name:** *(indicate the full name of the subcontractor representative)*

**Signature***: (signature of the person whose name and title are listed above)*

**Bidder*:*** *(indicate full name of the bidder)*

Name: *(indicate the full name of the person signing the bid*)

Title: *(of the signatory)*

Signature: *(signature of the person whose name and position are indicated above)*

Date*: (day, month, and year in which the bid is signed)*

**FORM TECH-6**

**Organization of the site of the works**

*In this form the bidder will describe the administrative and technical organization that intends to implement during the development of the project, considering the main functions and tasks to be performed with the proposed staff, technical team and supported by clear and precise organizational charts.*

*The contracting party must list the expected content, by way of reference examples of content are listed.*

1. ***Technical Organization:*** *The Bidder must present an organizational chart in which the levels of command in the team and the relationship with Borrower/Beneficiary are indicated, it must clearly define the key, technical and field personnel that will be directly assigned to the project, as well as the support personnel. The description of the main functions and/or tasks of the staff should be attached. The information described herein shall be directly related to the information provided in form TECH-4. B.*
2. ***Administrative Organization:*** *The Bidder must present an organizational chart in which the levels of command are indicated to coordinate the administrative work and its relationship with the Borrower/Beneficiary, as well as the Bidder’s support to the group of specialists and technicians who will be directly in the construction work, the Bidder must describe the activities and/or tasks to be executed in each of the levels.*

**Bidder*:*** *(indicate full name of the bidder)*

Name: *(indicate the full name of the person signing the bid*)

Title: *(of the signatory)*

Signature: *(signature of the person whose name and position are indicated above)*

Date*: (day, month, and year in which the bid is signed)*

**FORM TECH-7**

**Construction Methods of Key Activities**

The bidder will provide explanations of the construction method used in the following key activities of the works. Each method explanation will describe the proposed approach to the construction of the activity, the level of staffing and its experience, the safe working system, and the equipment to be used in accordance with the Requirements of the Contracting Party.

***(The Contracting Party shall identify the key construction activities related to the contract.)***

***Examples:***

1. ***Excavation of foundations.***
2. ***Lifting of metal structures.***
3. ***Prevention of sexual exploitation.***
4. ***Traffic management including construction traffic.***
5. ***...***

**FORM TECH-8**

**Mobilization Schedule**

***The bidder must submit its proposal for mobilization to the site of the works***

**FORM ECO – 1**

**Annex 1 to the Letter of Introduction of the Proposal for unit price contracts**

**Estimated Bill of Quantities and Unit Prices.**

The form of the Estimated Bill of Quantities and its Unit Prices must be presented, which will be prepared by the Contracting Party and in which, according to the quantity of work to be executed and/or activities to be carried out, the bidders must present the unit and total prices of their financial bid.

The purpose of the list of Bill of quantities is to:

1. Provide sufficient information about the amount of works and/or goods to be carried out so that bids can be prepared effectively and accurately; and
2. In cases where a contract has been concluded, provide a list of quantities with prices for the periodic valuation of the works carried out.
3. The Contracting Party may include a general reserve for physical contingencies (excess quantities) by adding a provisional sum to the Bill of Quantities.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Concept** | **Unit** | **Quantity** | **Unit Price**  **(Indicate currency)** | **Amount**  **(Indicate currency)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Total, before provisional sums** | | | | |  |
|  | *Provisional sums (delete it in case of not using this concept)* | *Global* | *1* | *Amount to be defined* | *Amount to be defined* |
| Total | | | | |  |

If at the time of preparing the bid the bidder finds discrepancies or does not agree with the calculation of the quantities of work, it must request clarification from the Contracting Party.

**FORM ECO- 2**

**Annex 2 to the Letter of Introduction of the proposal, for lump sum contracts**

**Financial Bid**

**Calendar of Activities**

**For Lump Sum Contracts**

*The financial bid must reflect the total budget estimated by the bidder. If the construction of the work is carried out in a single stage and/or lot or describing by stage and/or lot the costs incurred in each of them, in this case the total cost of the work is the total sum of the costs of each stage and/or lot. (In each case describe the detail of the required works).*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Milestones of the Work** | **Total Value of the milestone**  **(Indicate currency)** | ***Completion time from the signing of the contract*** | **Period of execution of the work** |
| A |  |  |  |  |
| B |  |  |  |  |
| C |  |  |  |  |
| D |  |  |  |  |
| E |  |  |  |  |
| TOTAL | |  |  |  |

PART TWO: CONSTRUCTION REQUIREMENTS

Section V. Technical Specifications

PART THREE: CONTRACTUAL CONDITIONS

Section VI. Contract Form

**Contract for construction works (unit prices)**

*(This format contains the minimum requirements and requirements that the contract must include.)*

This **Contract for Construction works** is concluded in ***(indicate the place)*** the ***(indicate the date)*** between ***(indicate the full name of the Contracting Party),*** hereinafter the **Contracting Party**, represented by ***(indicate the name and appointment of the authorized representative)*** and ***(indicate the full name of the contractor),*** hereinafter the **Contractor**, represented by ***(indicate the full name of the legal representative of the contractor).*** Both shall henceforth be referred to jointly as the **Parties**.

DECLARES THE CONTRACTING PARTY:

1. (***Indicate the legal requirements which, under national law, have to be based on an administrative contract. Among others, legal description of the entity, address, data of the documents that grant power of representation to its representative).***
2. That it has called for a bidding in respect of the Works ***(briefly describe the works covered by the contract)*** and that it has accepted the **Contractor'**s bid for the Works, for the sum of ***(indicate the Contract Price expressed in number and letter)*** (hereinafter the "Contract Price").

DECLARES THE CONTRACTOR:

1. ***(Establish the general data of the Contractor, address, data of documents that grant power of representation to its representative, nationality, among others required by the applicable legislation).***
2. That it has accepted the award in respect of the Works ***(briefly describe the works covered by the contract)*** and that the Contract Price corresponds to its bid for such Works.

THE PARTIES AGREE AS FOLLOWS:

1. **Interpretation**
2. In this Contract the words and expressions shall have the same meaning as assigned to them in the respective terms of the Contract to which they relate.
3. In addition to the provisions of subsection 1, the interpretation of the Contract shall be governed by the provisions of the General Conditions of the Contract.
4. **Priority of contractual documents**
5. The following documents constitute the Contract between the Contracting Party and the Contractor, and shall be read and construed as an integral part of the Contract:
6. Contract.
7. Letter of Acceptance.
8. Contractor's Bid.
9. Particular Conditions of the Contract.
10. General Conditions of the Contract.
11. Specifications and drawings.
12. Bill of quantities and unit prices.
13. (*Add here any other documents that would form part of the contract)*
14. This Contract shall prevail over all other contractual documents. In the event of any discrepancy or inconsistency between the contract documents, the documents shall prevail in the order set forth above.
15. Subject to the established order of priority, all documents that form an integral part of the Contract are correlative, complementary, and mutually explanatory. The contract must be read as a whole in a comprehensive manner.
16. **Obligations of the Contractor and the Contracting Party**
17. By reason of the payments that the Contracting Party will make to the Contractor in accordance with the provisions of this Contract, the Contractor undertakes to execute the works for the Contracting Party and to remedy its defects in accordance with all respects with the provisions of the Contract.
18. The Contracting Party undertakes to pay the Contractor in return for the execution of the Works, including any correction of its defects, the Contract Price or the amounts that are payable in accordance with the provisions of the Contract within the period and in the manner prescribed therein.
19. The Parties agree to act in good faith as to the rights of the other Party under this Contract and to take all reasonable steps to ensure compliance with the objectives of this Contract.

**Aware of its content and scope**, the Parties subscribe to this Contract in accordance with the applicable legislation defined in the General Conditions of the Contract on the day, month and year indicated above.

|  |  |
| --- | --- |
| By and on behalf of the **Contracting Party**  (*Indicate name and title or other designation of The Contracting Party's representative)* | By and on behalf of the **Contractor**  ***(****Indicate the name of Contractor's Authorized Representative)* |
| Signature | Signature |

(In the case of a JV, all members must sign or only the principal, in which case the Power of Attorney authorizing him to sign on behalf of all other members must be attached.)

By and on behalf of each member of the Association *(insert the name of the JV)*

*(Name of principal member) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Authorized Representative acting on behalf of the JV)*

*(Add spaces for each member's signatures if they all sign)*

**General Conditions of Contract**

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**General Conditions of Contract**

*(This section includes the general clauses to be included in all contracts for the construction works by unit prices. The text of this subparagraphs should not be modified.)*

The Contract, the following General Conditions of the Contract (GCC), together with the Particular Conditions of the Contract (PCC) and other documents listed in the contract, constitute a complete document that establishes the rights and obligations of the Parties.

| General Conditions of Contract (GCC) | | |
| --- | --- | --- |
| General Provisions | | |
| Definitions | | |
|  | In the Conditions of the Contract that include these General Conditions and the Particular Conditions - the subsequent words and expressions will have the following meanings: | |
|  | **Accepted Amount of the Contract**: Amount accepted in the Letter of Acceptance for the execution and termination of the Contracted Works and the correction of any defects. | |
|  | **Applicable Law/Legislation:** It is understood the laws and other instruments that have the force of law as specified in clause 8 of the GCC, that are issued and enter into force in a timely manner. | |
|  | **Associate:** refers to each of the members of a Joint Venture (JV) in case the Contractor is a JV. | |
|  | **Bank**: is the Central American Bank for Economic Integration | |
|  | **Borrower/Beneficiary**: a public legal entity, indicated in the **PCC**, that has signed a contract or agreement for the financing of an operation with the Bank and that generally appoints an executing agency for its execution. | |
|  | **Commencement Date:** this is the latest date on which the Contractor must begin the execution of the Works, and which is stipulated in the **PCC**. It does not necessarily coincide with any of the dates of taking possession of the Site of works | |
|  | **Compensable Events**: these are defined in clause 53 of these GCC. | |
|  | **Completion Date**: this is the date of completion of the Works certified by the Works Manager in accordance with sub-clause 60.2 of these GCC. | |
|  | **Conciliator**: It is an impartial and neutral third party, appointed by the Parties to assist in the resolution at first instance of any dispute by means of a conciliation agreement, in accordance with the provisions of clause 33 of the **PCC.** | |
|  | **Contract:** Agreement entered into between the Contracting Party and the Contractor to perform, terminate, repair if necessary, and maintain the Works and including the documents listed in the contract. | |
|  | **Contract Price:** this is the price set forth in the Letter of Acceptance and subsequently, as adjusted in accordance with the provisions of the Contract. | |
|  | **Contracting Party**: it is the entity that contracts the execution of the Works and that is indicated in the Particular Conditions of the Contract **(PCC).** | |
|  | **Contractor**: Natural or legal person, public or private, whose bid for the execution of the Works has been accepted by the Contracting Party. | |
|  | **Country of the Contracting Party**: this is the country specified in the **PCC**. | |
|  | **Day**: time limits expressed in days shall be understood to refer to calendar days; except when "working days" is specified. | |
|  | **Defect:** Any part of the Works that has not been terminated under the Contract. | |
|  | **Defect Correction Certificate**: this is the acceptance certificate issued by the Works Manager once the Contractor has corrected the defects. | |
|  | **Defect Liability Period**: this is the period stipulated in the **PCC** sub-clause 43.1 and calculated from the Termination Date. | |
|  | **Drawings:** are graphic documents, included in the Contract, that define the work to be performed, and any other additional or modified plans issued by the Contracting Party (or on his behalf), in accordance with the provisions of the Contract, including calculations and other information provided or approved by the Works Manager for the execution of the Contract. | |
|  | **Environmental, social, and occupational safety and health obligations**: these are the requirements of the Contracting Party's country in these matters, those contained in the Bank's standards and policies, as well as in the Specifications. | |
|  | **Equipment:** means all mobile equipment, machinery, tools, articles, and appliances owned or leased by the Contractor, excluding materials and equipment that are permanently installed, that have been temporarily moved to the Site of the Works and are required for the execution of the Works. | |
|  | **Foreign currency**: is any currency other than that of the country of the Contracting Party. | |
|  | **GCC**: means the General Conditions of the Contract. | |
|  | **Government**: It is understood as the Government of the country of the Contracting Party. | |
|  | **Hidden defects**: construction defects or errors in the project of the Works referred to in clause 67 of the GCC that could not be detected during the execution and receipt of the Works and that become evident on dates after the issuance of the Certificate of correction of defects and completion of the Works. | |
|  | **Initial Contract Price**: this is the Contract Price indicated in the Contracting Party's Letter of Acceptance. | |
|  | **Joint Venture:** refers to bidders who join temporarily under an agreement as one, for the purpose of offering the service of the execution of the Works and who are jointly and severally responsible for the fulfillment of the Contract. | |
|  | **List of Bill of quantities with unit prices** is the document in which the Contractor indicates the cost of the Works on the basis of the estimated quantities of work and the fixed unit prices that are applicable to it. | |
|  | **Management work**: these are a variety of jobs that are paid based on the time spent by the Contractor's employees and equipment, in addition to payments for materials and related plant goods. | |
|  | **Materials:** these are all supplies, including consumable goods, used by the Contractor to be incorporated into the Works. | |
|  | **Months:** time limits expressed in months shall be understood as referring to calendar months. | |
|  | **National currency**: is the currency of the country of the Contracting Party. | |
|  | **PCC:**  means the Particular Conditions of the Contract. | |
|  | **Plant:** it is any integral part of the Works that has a mechanical, electrical, chemical, or biological function. | |
|  | **Provisional Works:** these are works that the Contractor must design, build, install, and remove and will include all items to be built without the intention of being permanent, but which are necessary for the construction, assembly, or installation of the Works. | |
|  | **Investigation** **reports of the Site of the Works** are the reports included in the bidding documents, of interpretative type, based on facts, and that refer to the conditions of the surface and in the subsoil of the Site of the Works. | |
|  | **Responsible associate** means the member of the JV, referred to in clause 7.1 of the **PCC**, to act on behalf of the JV and to exercise the contractor's rights and obligations to the Contracting Party arising from the Contract. | |
|  | **Site of the Works** is the land and other places on, below, on or through which the Work and provisional works will be built and defined as such in the **PCC.** | |
|  | **Specifications:** are the technical specifications of the Works mentioned in the Contract, in addition to any modifications or additions to such documents that are provided by the Works Manager or presented by the Contractor and that have been approved in writing by the Works Manager, in accordance with the provisions of the Contract. | |
|  | **Subcontractor**: refers to any natural or legal person, with whom the Contractor has subcontracted the execution of any part of the Works, and which includes works on the Site of the Works. | |
|  | **Superintendent of Construction** is the person appointed by the Contractor, in accordance with clause 14 of the GCC, whose name is indicated in the **PCC** and who will be the permanent representative of the Contractor on the Site of the Works to act on behalf of and on behalf of the Contractor and to receive notices from the Contracting Party. | |
|  | **Term of execution and Expected Date of completion**: this is the term of performance of the contract and the date on which the Contractor is expected to complete the Works. It is specified in the **PCC** and may be modified only by the Works Manager by means of an extension of the deadline or an order to accelerate the work. | |
|  | **Third:** this means any person or entity other than the Borrower/Beneficiary, the Contracting Party, the Contractor, or a Subcontractor. | |
|  | **Unit prices**: it is the price per unit of measure of each activity, concept or item that make up the integrated work project considering the elements of direct costs, indirect costs, financing cost, profit charge and additional charges. | |
|  | **Variation**: it is an instruction given by the Works Manager that modifies the Works | |
|  | **Works**: these are the works that the Contract requires the Contractor to build, install and deliver to the Contracting Party as defined in the **PCC**. | |
|  | **Works Manager:** is the person whose name is indicated in the **PCC** (or any other competent person appointed by the Contracting Party with notice to the Contractor, to act in place of the Works Manager), responsible for supervising the execution of the Works and administering the Contract. | |
| Interpretation | | |
|  | Except where the context requires otherwise:   1. words that indicate the singular also include the plural and words that indicate the plural also include the singular. 2. words indicating a genre include all genders. 3. provisions including the word “accept”, “agreed” or “agreement” require that the agreement be recorded in writing; and signed by both Parties. 4. "written" or "by written" means handwritten, typewritten, printed or produced electronically provided that it results in a continuous record. 5. the word "proposal" is synonymous with "bid" and "bidder" with "proponent" and the words "procurement documents" with "bidding documents". | |
|  | The headings or titles of the clauses have no relevance in themselves.  The words used in the Contract have their usual meaning unless specifically defined. The Works Manager will be responsible for providing the relevant clarifications to the consultations on these GCC. | |
|  | If the **PCC** provide for the termination of the Works by section, the references in the GCC to the Works, the Date of Completion, and the Expected Date of Completion apply to each section of the Works (except for specific references to the Date of Completion and the Expected Date of Completion of all Works). | |
|  | **Entire agreement**  The Contract constitutes the entirety of what is agreed between the Contracting Party and the Contractor and supersedes all communications, negotiations, and agreements (written or oral) made between the parties prior to the date of conclusion of the Contract. | |
|  | **Amendment**  No amendment or other variation to the Contract shall be valid unless made in writing, dated, expressly referred to the Contract, and signed by a duly authorized representative of each party. | |
|  | **Limitations of waivers**   1. Subject to the following sub-clause of the GCC, no delay, tolerance, delay, or approval by either party in enforcing any term and condition of the Contract, nor the granting of extensions by either party to the other, shall prejudice, affect, or limit that Party's rights under the Contract. In addition, no waiver granted by either party for breach of the Contract shall be deemed a waiver for subsequent or continuing breaches of the Contract. 2. Any waiver of the rights, powers, or remedies of a party under the Contract shall be granted in writing, dateable and signed by an authorized representative of the Party granting it and shall specify the obligation it is wailing and the scope of the waiver. | |
| Divisibility | | |
|  | If any provision or condition of the Contract is prohibited by the Contract declared illegal, void, invalid or unenforceable, in its entirety in part such prohibition, nullity, invalidity or lack of execution shall not affect the validity or performance of the other provisions or conditions of the Contract. | |
| Integrity Provisions | | |
|  | The Borrower/Beneficiary, the Contracting Party, the Contractor and all natural or legal persons participating or providing services in projects or operations financed directly or indirectly by the Bank and under any conditions, shall be subject to compliance with the provisions set out in Appendix 1 (Integrity Provisions). | |
|  | The Contracting Party requires Contractor to provide any commissions or fees that may have been paid or are to be paid to agents or any other party in connection with the bidding process or performance of the Contract. The information provided 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. Failure to comply with this requirement may result in the termination of the Contract or sanctions imposed by the Bank. | |
| Language | | |
|  | The language governing the Contract and communications between the Parties shall be the official language of the Contracting Party, as detailed in the **PCC**. | |
|  | Documents relating to the Contract and all printed documentation forming part of the Contract may be in another language provided that they are accompanied by a precise translation of the relevant contents into the official language detailed in clause 5.1 of the **PCC**. In case of conflicts of interpretation, the translation shall prevail. | |
|  | The Contractor will be responsible for all costs involved in translating the documents (to the official language detailed in clause 5.1 of the PCC) it provides into the main language, as well as for all risks arising from possible inaccuracies in the Contract. | |
| Applicable Law | | |
|  | The Contract shall be governed by the laws of the Contracting Party’s country and shall be construed in accordance with such laws unless otherwise stated in the **PCC.** | |
| Joint Venture, Consortium or Association (JV) | | |
|  | If the Contractor is JV, the members authorize the member named in the **PCC** to exercise on its behalf all rights and perform all of Contractor's obligations to the Contracting Party under this contract, including, but not limited to, receiving instructions, and receiving payments from the Contracting Party. The composition or constitution of the JV may not be altered without the Contracting Party's prior written consent. | |
| Origin of Subcontractors, materials, equipment, and services | | |
|  | The Subcontractors may originate in any country**, unless otherwise specified in the PCC.** | |
|  | Materials, equipment, and services to be supplied under the Contract may originate in any country, **unless otherwise specified in the PCC**. In such a case, at the request of the Contracting Party, the Contractor may be requested to provide evidence of the origin of the materials, equipment, and services. | |
| Confidentiality | | |
|  | The Parties shall maintain the strictest confidentiality with respect to all information to which they will have or have had access pursuant to the Contract and which includes information that has been provided by one Party to the other in writing, whether by electronic and/or printed means, or that information to which they have had access. This obligation of confidentiality extends to all subcontractors and officials used or associated with the performance of the Works covered by the Contract by the Parties. | |
|  | Any information that the Contracting Party provides to the Contractor in connection with the Contract, including maps, technical drawings, photographs, plans, reports, recommendations, budget estimates, documents or any other technical, commercial, or other information, as well as any information developed by the Contractor reflecting such information, shall be the exclusive property of the Contracting Party. The Contractor may not use such information for any purpose other than to fulfill its obligations under the Contract. The Contractor shall maintain and treat such information as the confidential property of the Contracting Party and refrain from disclosing such information to any third party unless it has the prior written consent of the Contracting Party. | |
|  | Notwithstanding the provisions of sub-clause 9.2, the Contractor shall have the right to disclose, where appropriate, to subcontractors or suppliers such information as may be necessary for the performance of its obligations under the Contract, provided that the subcontractor or supplier of equipment and materials concerned has entered into a confidentiality agreement with the Contractor on terms substantially similar to those set out in sub-clauses 9.1 and 9.2.  The Contractor shall be liable for any misuse or disclosure by the Subcontractors or suppliers concerned of such information or for any breach thereof with their respective confidentiality agreements | |
|  | The obligation of the Parties under sub-clauses 9.1 to 9.3 of the above-mentioned GCC shall not apply to information which:   1. the Contracting Party or Contractor requires sharing with the Bank or other institutions involved in the financing of the Contract. 2. now or in the future it is made public domain without infringement by either Party. 3. it can be verified that it was in the possession of that Party at the time it was disclosed and was not previously obtained directly or indirectly from the other Party; or 4. otherwise, it was legally made available to that Party by a third party that had no obligation of confidentiality. | |
|  | The confidentiality obligations assumed by the Parties under the provisions contained in clause 9 shall remain uninterrupted and permanently in full force and effect even after the expiry or expiry of the term of the Contract, in the country of the Contracting Party or abroad. | |
|  | Any misuse of confidential information to which the Contractor has access shall be considered a breach of confidentiality obligations and shall therefore be deemed to be a breach of confidentiality obligations. shall be liable to penalties, penalties, and civil liability in respect of compensation for material damage or compensation for damages, in accordance with the provisions of the applicable law. | |
| Conflict of Interest | | |
|  | The Contractor shall take all necessary measures to avoid any situation of conflict of interest and shall communicate these obligations to its subcontractors, its staff and any person authorized to represent it or make decisions on its behalf. | |
|  | During the term of the Contract, neither the Contractor, including all its personnel, nor its subcontractors may:   1. Engage directly or indirectly in commercial or professional activities in the Contracting Party's Country that are inconsistent with its obligations under the Contract. 2. Hire public employees in activity or on any type of license to perform activities under this Contract. 3. Any other activity that is specified in the **PCC.** | |
|  |  | If applicable, at the conclusion of the Contract neither the Contractor nor its subcontractors may perform the activities specified in the **PCC**. |
| Authorized Representatives | | |
|  | The authorized representative of the Contracting Party for the administration of the Contract is the Works Manager, as defined in sub-clause 1.1 (t) of the **PCC**.  The Contractor's authorized representative at the Construction Site is the Superintendent of Construction, appointed in **PCC** sub-clause 1.1 qq). | |
|  | Except as otherwise specified, persons designated as authorized representatives may take any action that the Contracting Party or the Contractor is or may take under this Contract and may sign on their behalf any document that is or may be signed under this Contract. | |
| Decisions of the Works Manager | | |
|  | Except where otherwise specified, the Works Manager, on behalf of the Contracting Party, shall decide on contractual matters arising between the Contracting Party and the Contractor.  The Works Manager will interpret the requirements set forth in the Contract documents and judge whether the Contractor complies with them. Any interpretation or order by the Works Manager shall be consistent with the intent of the Contract documents and shall be made in writing or in the form of drawings. | |
| Delegation of functions of the Works Manager | | |
|  | Except where otherwise specified in the **PCC**, the Works Manager may, after notifying the Contractor, delegate to other persons any of his duties and responsibilities or, in addition, after notifying the Contractor may cancel any delegation of functions. | |
| Superintendent of construction | | |
|  | Without prejudice to other key technical personnel who have been required as part of the Contractor's bid and in order to oversee the proper performance of its obligations at the Construction Site, the Contractor shall establish, in advance of the commencement of the work, a permanent representative to act as its Construction Superintendent and whose name is indicated in **PCC** sub-clause 1.1. The Superintendent of Construction shall have ample and sufficient power to act on behalf of the Contractor on the Construction Site and to receive notice from the Contracting Party through the Works Manager.  The Contractor's Construction Superintendent shall devote full working time to all activities and actions related to the execution of the Works. | |
|  | Unless the Superintendent of Construction ceases to be an employee of the Contractor, the Contractor may not replace the Contractor without the prior written consent of the Contracting Party, which may not be unreasonably denied.  In the event that, at any time during the execution of the Works, in the opinion of the Contracting Party, the Superintendent of Construction does not perform his/her functions to the satisfaction of the Contracting Party or if the Contracting Party has any other justified reasons, it may request the replacement of the Superintendent of Construction. In such case, the Contractor shall appoint in writing the new Superintendent of Construction, with qualifications substantially equivalent to or higher than the one replaced, within ten (10) days of the Contracting Party's request. | |
| Notifications and Communications between the Parties | | |
|  | Any notice or communication, whether notification, consent, approval, certificate, or determination, to be made between the Parties in accordance with the Contract shall be in writing in the language specified in sub-clause 5.1. of the GCC. | |
|  | The physical and electronic address for the receipt of notifications between the Parties shall be that specified in the **PCC**. This address may be changed provided that the Party changing its address informs the other Party in writing of such change of address. | |
|  | A communication shall be effective on the date of delivery of the communication to the authorized representative of the Parties, against the signature certifying the acknowledgement of receipt, which shall not be construed as an acceptance of the content of the communication. | |
| Subcontracts | | |
|  | In the event that the Contractor requires the services of subcontractors other than those provided for in its Bid, it must obtain the prior written approval of the Works Manager. | |
|  | Subcontracting with the approval of the Contracting Party shall not relieve the Contractor of performance or alter any of the obligations under the Contract.  The terms of any subcontract shall be subject to the provisions of the Contract. | |
| Cession | | |
|  | The Contractor shall not assign, transfer, compromise or otherwise have the Contract or any part thereof or the rights, titles, or duties under this Contract. Failure to comply with this obligation shall be grounds for termination of the contract. | |
| Other Contractors | | |
|  | The Contractor shall cooperate and share the Construction Site with other contractors, public authorities, utilities, and the Contracting Party on the dates indicated in the List of Other Contractors indicated in **the PCC**.  The Contractor shall provide all reasonable opportunities for them to perform their work and shall provide them with the facilities and services described in such Schedule.  The Contracting Party may amend the List of Other Contractors and shall notify the Contractor in advance. | |
| Contractor staff | | |
|  | The Contractor is responsible for the professional and technical competence of its personnel and shall select to work in the execution of the Contract reliable persons who will effectively carry out their work, respect the customs of the place and observe an adequate moral and ethical conduct. | |
|  | For the execution and completion of the Works and for the repair of any defect thereof in accordance with the Contract, the Contractor shall provide and employ on the Site of the Works an adequate number of competent employees, whether professionals, technicians, supervisors, or workers, with extensive experience in works similar to those provided for in the Contract, considering the key personnel indicated in its Bid. | |
|  | The Contractor's key professional staff, profession, position, and the approximate percentage each will devote to the project are those set forth in the Contractor's Bid.  The Works Manager will approve any offer of replacement of key personnel only if their qualifications are substantially equivalent to or superior to the bids in the bidding process. | |
|  | At the written request of the Works Manager, the Contractor shall remove from the Works or replace any member of the Contractor's staff or work team who does not comply with sub-clauses 19.1 and 19.2.  The Contractor shall ensure that such person withdraws from the Site of the Works within seven (7) days and has no other participation in the work relating to the Contract. | |
|  | All additional costs and expenses arising from the removal or replacement for any reason of any member of the Contractor's staff shall be borne by the Contractor. | |
|  | If the Contractor, the Works Manager, or the Contracting Party determines that any employee of the Contractor has engaged in acts of fraud or corruption during the execution of the Works, the employee in question shall be removed immediately in accordance with the provisions of sub-clause 19.4 above. | |
| Risks | | |
|  | It is the Contracting Party's risks that are stipulated in this Contract to correspond to the Contracting Party and the Contractor's risks are those that in this Contract stipulate that they correspond to the Contractor. | |
|  | Risks of the Contracting Party   1. From the date of commencement of the works until the date of issuance of the Certificate of Correction of Defects, the risks of the Contracting Party are: 2. The risks of death or personal injury and of loss of or damage to property only to the extent that they have resulted from: 3. negligence, or violation of duties under applicable law, or interference with legal rights by the Contracting Party or any person employed or contracted by the Contracting Party, except the Contractor; and 4. the use or occupation of the Works Site by the Works, or for the purpose of performing the Works as an unavoidable result of the Works. 5. The risk of loss or damage to the Works, Plant, Materials and Equipment, only if this is due to failures of the Contracting Party or in the design made by the Contracting Party, or to a war or radioactive contamination that directly affects the country where the Works are to be carried out. 6. From the Date of termination to the date of issuance of the Certificate of Correction of Defects, the risks of the Contracting Party are: 7. loss of or damage to works, plants and materials that: 8. Are not the result of a defect that existed on the Termination Date. 9. Are not a consequence of the Contractor's activities on the Construction Site after the Completion Date; or 10. It is the result of an event that constituted a risk to the Contracting Party and that occurred before the Termination Date. | |
|  | Contractor’s Risks  Where they are not risks of the Contracting Party, in accordance with sub-clause 20.2 above, the Contractor's risks shall be:   1. From the Commencement Date of the Works until the date of issuance of the Certificate of Correction of Defects: 2. The risk of loss or damage to the Works, Plant and Materials. 3. The risk of loss or damage to the Equipment; and 4. The risk of death, injury or physical damage that may occur to any person, including an employee of the Contractor, and the risk of material damage or loss of any property, including that of the Contracting Party, arising out of the execution of the Work or in the performance of the Contract. | |
| Insurance | | |
|  | Immediately upon signature of the Contract, the Contractor shall enter into insurance issued in the joint name of the Contractor and the Contracting Party for the total amounts and deductible amounts stipulated in the **PCC,** for the following events that constitute risks of the Contractor:   1. Loss or damage to the Works, Plant and Materials. 2. Loss of or damage to equipment; and 3. Civil liability for death, injury or physical damage that may occur to any other person, including an employee of the Contracting Party, and the risk of material damage or loss of any property, including that of the Contracting Party, arising out of the performance of the Work or in the performance of the Contract.   These insurances must cover the period between the Commencement Date and the expiration of the Defect Liability Period. | |
|  | The Contractor shall submit to the Works Manager, for approval, the policies and insurance certificates prior to the Commencement Date. Such insurance shall include compensation payable in the types and proportions of currencies required to rectify the loss or damage caused. | |
|  | The conditions of the insurance may not be modified without the approval of the Works Manager. | |
|  | Both parties must comply with all the conditions of the insurance policies. | |
|  | If the Contractor does not take out or does not maintain in force any of the required insurance, the Contracting Party may take out and maintain in force any such insurance and pay the premium necessary for that purpose and may recover the premiums paid by the Contracting Party from the payments due to the Contractor, or, if nothing is owed to the Contractor, consider them a debt of the Contractor. | |
|  | The invalidation, cancellation, cancellation, or the end of the validity of any of the insurance coverages for reasons attributable to the Contractor, will not release the Contractor from its obligation to respond for all losses or damages and / or losses that are caused in the event of a loss. | |
|  | In the event of any claim covered by the contracted insurance, the Contractor must provide the insurers with all the necessary assistance to document the claims that are presented, as well as carry out the legal procedures that may be required. Errors, omissions, or falsification of information that could invalidate any of the coverages or prevent the timely recovery of insurance will not relieve the Contractor of liable for the resulting damages. | |
| Site of Works investigation reports | | |
|  | The Contractor shall be deemed to have inspected and examined the Site of the Works and its surroundings and all investigation reports on the Site of the Works referred to in the **PCC**, in addition to any other information at its disposal and to have been satisfied prior to submitting its Bid and signing the Contract with respect to any matter relating to among others:   1. the nature of the terrain and its subsoil, 2. the shape and conditions of the place, 3. the details and levels of existing pipes, ducts, sewers, drains, cables, or other services, 4. the quantities and nature of the works and materials necessary to complete the Works, 5. the means of access to the Site of the Works and any adaptations that may be required.   The Contractor acknowledges that it has obtained the necessary information regarding risk potential, climatic, hydrological, and natural conditions and other circumstances that could influence or affect the implementation. No claim in connection with the foregoing against the Contracting Party shall be considered. | |
| Construction of the Works by the Contractor | | |
|  | The Contractor shall build and install the Works in accordance with the Specifications and Drawings. The Contractor may commence construction of the Works on the Commencement Date and shall execute them in accordance with the Schedule that it has submitted, with the updates that the Works Manager has approved. | |
| Performance Guarantee | | |
|  | The Contractor shall provide the Contracting Party with the Performance Guarantee no later than the date defined in the Letter of Acceptance and in the amount stipulated in the **PCC**, issued by a recognized insurance or surety company or by an accredited bank acceptable to the Contracting Party in the formats contained in Appendix I and expressed in the types and proportions of currencies in which the Contract Price is to be paid. The validity of the Performance Guarantee shall exceed by thirty (30) days the date of issue of the Certificate of Completion of the Works in the case of a bank guarantee and shall exceed by one year that date in the case of a Performance Bond. | |
| Taking possession of the Site of the Works | | |
|  | The Contracting Party shall transfer to the Contractor possession of the entire Site of the Works.  If possession of any party is not transferred by the date stipulated in the **PCC,** the Contracting Party shall be deemed to have delayed the commencement of the relevant activities and that this constitutes a compensable event as soon as they affect the critical path of the Works. | |
|  | Where applicable, if the Site of the Works is not adjacent to a public road or if the Contractor requires the use of land in excess of the Site of the Works, it shall obtain access or use on its own account within the time limit stipulated in the **PCC** and before taking possession thereof, shall provide the Works Manager with a copy of the necessary permits. The Contractor shall bear all expenses and charges for any temporary special entry permits required in connection with access to the Site of the Works.  Failure to comply with these provisions shall entail the application of Article 64.3 of the GCC. | |
| Access to the Site of the Works | | |
|  | The Contractor shall permit the Works Manager, and any person authorized by him/her, to access the Site of the Works and any place where work related to the Contract is being performed or is planned to be performed. The Contractor shall provide facilities and assistance for such access so that the Works Manager may perform his or her duties under the Contract. | |
| Environmental and Social sustainability | | |
|  | The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to persons and property resulting from pollution, noise, and other results of its operations, as described in the **PCC.**  The Contractor shall be responsible for the environmental, social, and occupational safety and health obligations of all activities on the Site of the Works, in accordance with Appendix 2 (Environmental and Social Regulations of the Bank), the regulations of the Country of the Contracting Party, and other contractual stipulations related to the matter. | |
| Safety | | |
|  | The Contractor shall assume all safety-related risks and responsibilities in the conduct of all activities on the Construction Site. | |
|  | The Contractor shall adopt an appropriate security plan at the Construction Site, assessing the security situation in the country in which the Works will be executed. | |
| Discoveries of value or interest | | |
|  | Tangible forms of cultural heritage, such as movable or immovable tangible objects, structures or groups of structures having archaeological (prehistoric), paleontological, historical, cultural value, found at the Site of Works shall be under the care and authority of the Contracting Party. The Contractor shall take reasonable precautions to prevent its Personnel or others from removing or damaging any such objects found.  Upon the discovery of any such object, the Contractor shall promptly notify the Works Manager and shall comply with the instructions given by the Contracting Party. | |
| Completion of the Works on schedule | | |
|  | Subject to the requirements of the Contract with respect to the completion of any section of the Works prior to the completion of its entirety, the Complete Works shall be completed on the Expected Date of Completion. | |
| Inquiries, instructions, and approvals by the Works Manager | | |
|  | The Works Manager will respond to inquiries about **PCC**. | |
|  | The Contractor shall comply with all instructions from the Works Manager that conform to applicable law on the Construction Site. | |
|  | The Contractor shall provide the Works Manager with the Specifications and Drawings showing the Provisional Works, who shall approve them if such works comply with the Specifications and Plans provided for. | |
|  | The Contractor shall be responsible for the design of the Provisional Works. The approval of the Works Manager shall not relieve the Contractor of responsibility for the design of the Provisional Works. | |
|  | The Contractor shall obtain design approvals for the Provisional Works from third parties when necessary. | |
|  | All plans prepared by the Contractor for the execution of provisional or final works must be previously approved by the Works Manager before use. | |
| Bank inspections and audits | | |
|  | The Contractor shall maintain and shall make every reasonable effort to ensure that its subcontractors maintain, accurate and systematic accounts and records of the Works in such manner and in such detail as to enable the identification of the relevant changes in time frames and dates, and the costs. | |
|  | The Contractor shall allow and make all arrangements for its Subcontractors to allow the Bank and/or persons designated by the Bank to carry out supervisions in accordance with the Bank's current procedures in this regard and to review the accounts and accounting records of the Contractor and its subcontractors related to the bidding process and the execution of the contract and, if required, to carry out audits through auditors appointed by the Bank. | |
|  | For these purposes, the Contractor shall compile and retain all documents and records relating to the Bank-financed project for the period indicated in the **PCC** after completion of the work. It shall also provide the Bank with any documents necessary for the relevant investigation into allegations of prohibited practices and shall direct individuals, employees or agents of the Contractor who have knowledge of the Bank-financed project to respond to inquiries from Bank staff. | |
|  | The Contractor and its subcontractors shall consider what is stated in sub-clause CGC 4.1 which provides that actions to impede the exercise of the Bank's rights to conduct audits and supervisions constitute a prohibited practice subject to termination of the contract (in addition to the determination of ineligibility, under the Bank's existing sanctions procedures). | |
| Dispute Resolution | | |
|  | For the purposes of this clause, any dispute over technical, financial, administrative, legal, environmental or any other nature that arises between the Contractor and the Contracting Party, including the decisions of the Works Manager, as a result of the execution of the Works, shall be understood as a dispute. | |
|  | In the event of any dispute or claim arising out of or relating to this Contract or its breach, the Parties shall make every effort to consult and negotiate with each other and, recognizing their common interests, will try to reach a satisfactory solution to the controversy. Where appropriate, the resolution adopted on the matter shall be in writing and signed by both Parties. | |
|  | If an agreement is not concluded in accordance with sub-clause GCC 33.2, the controversy will be submitted to conciliation, mediation, amicable composition, or other alternative of extrajudicial resolution of conflict as indicated in the **PCC.** Where appropriate, these mechanisms will prior to arbitration. | |
|  | If the parties have not been able to resolve the controversy or dispute within the time limit indicated in the **PCC** through the negotiations set out in Sub-Clause 33.2 of the GCC and the procedure set out in Sub-Clause 33.3. of the GCC, either Party may notify the other Party of its intention to commence arbitration on the matter in dispute. No arbitration may be commenced with respect to such matter unless such notice is given.  Any dispute with respect to which notice of intent to commence arbitration has been given pursuant to this Clause shall be finally resolved by arbitration.  Arbitration may be commenced before or after termination of the Works. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **PCC**. | |
|  | Notwithstanding any reference to arbitration or any other dispute resolution mechanism herein,   1. the Parties will continue to comply with their respective obligations under the Contract unless otherwise agreed; and 2. the Contracting Party shall pay the Contractor any money owed to it that is not part of the subject matter of the dispute. | |
| Time Control | | |
| Program | | |
|  | Within the time frame **specified in the PCC** and after the date of the Letter of Acceptance, the Contractor shall submit to the Works Manager for approval a Program indicating the procedural order (organization, sequence, and schedule of execution) and the method proposed for the execution of all activities relating to the Works. In preparing its Works Program, the Contractor shall give due consideration to the priority required for certain works. | |
|  | The Contractor shall update the Program at equal intervals not exceeding the period set out in the **PCC** to reflect the actual progress made in each activity and the effects of such progress on the schedule of implementation of the outstanding tasks, including any changes in the sequence of activities, and shall be submitted to the Works Manager for approval. | |
|  | If the Contractor fails to submit such updated Program within the time frame set out in GCC 35.2, the Works Manager may withhold the amount specified in the **PCC** of the next payment certificate and continue to retain such amount until payment continues to the date on which the Contractor has submitted the Overdue Program. | |
|  | The approval of the Program by the Works Manager shall in no way modify the obligations of the Contractor. The Contractor may modify the Program and submit it again to the Works Manager at any time. The modified Program must contemplate the effects of variations and compensable events. | |
| Administrative meetings at the Site of the Works | | |
|  | Both the Works Manager and the Contractor may request the other Party to attend administrative meetings at the Construction Site. The objectives of such meetings shall be to verify that the Works are progressing normally and are executed in accordance with the Contract, to review the schedule of the pending works and to resolve, where appropriate, the matters raised in accordance with the advance warning procedure described in Clause GCC 39. | |
|  | The Works Manager shall keep a record of what has been discussed at the administrative meetings and shall provide copies thereof to the assistants and the Contractor. Whether at the meeting itself or after it, the Works Manager shall decide and communicate in writing to all attendees their respective obligations in relation to the measures to be taken. | |
| Extension of the Expected Completion date | | |
|  | The Contractor may request an extension of the Expected Date of Completion when a Compensable Event occurs, or a Variation is ordered that makes it impossible to terminate the Works on that date. The request for such extension must be made before the Contractor makes any modifications or additions to the Works ordered through a Variation. | |
|  | Within twenty-one (21) days of the date on which the Contractor requests the Works Manager to decide on the effects of a Variation or Compensable Event and provides all information in support thereof, the Works Manager shall determine whether and for how long the Expected Completion Date should be extended.  This extension will be without the Contractor taking steps to accelerate the pace of execution of the remaining work, which would result in additional costs. | |
|  | The Works Manager will extend the Expected Completion Date when a Compensable Event occurs, or a Variation is ordered that makes it impossible to complete the Works on that date. | |
| **36.4** | If the Contractor has failed to give timely notice of a delay or has not cooperated in resolving it, the delay due to that failure shall not be considered in determining the new Expected Date of Termination. | |
| Acceleration of the Works | | |
|  | If the Works Manager considers that the pace of execution of the Works or part thereof is too slow to ensure the full completion of the Works on the Expected Date of Completion or on the date of any extension thereto, the Works Manager shall notify the Contractor in writing and the Contractor shall immediately take such action as it deems necessary, and that the Works Manager approves, to reschedule the execution of the Works so that it is fully completed on the Expected Date of Completion or on the date of any extension thereto. | |
|  | Where the Contracting Party wants the Contractor to complete the Works before the Expected Completion Date, the Works Manager shall request from the Contractor valued bids to achieve the necessary acceleration of the execution of the works. If the Contracting Party accepts such bids, the Expected Date of Termination shall be amended accordingly and ratified by the Contracting Party and the Contractor. | |
|  | If bids with Contractor prices to accelerate the execution of the works are accepted by the Contracting Party, such bids will be treated as Variations and the prices thereof will be incorporated into the Contract Price. | |
|  | Any recovery in pace of execution due to or attributable to contractor delays under the Program is not considered acceleration. | |
| Delays ordered by the Works Manager | | |
|  | The Works Manager may order the Contractor to delay the initiation or advancement of any activity included in the Works. This order must be documented and communicated in writing and must include the reasons for it. | |
| Early Warning | | |
|  | The Contractor shall warn the Works Manager as soon as possible of possible future events or specific circumstances that may impair the quality of the works, raise the Contract Price or delay, or alter the execution of the Works. The Works Manager may ask the Contractor to submit an estimate of the expected effects that the future event or circumstance could have on the Contract Price and the Date of Termination. The Contractor shall provide such an estimate as soon as reasonably practicable. | |
|  | The Contractor shall collaborate with the Works Manager in the preparation and consideration of possible ways in which any participant in the works may avoid or reduce the effects of such event or circumstance and to execute such instructions as may be subsequently ordered by the Works Manager. | |
| Fortuitous event or force majeure | | |
|  | For the purposes of this Contract, an event that could not have been foreseen - but, even if it had been, could not have been avoided or resisted, which is beyond the control of the Parties and which does not originate from the carelessness or negligence of any of the Parties, is understood without prejudice or force majeure. The events of force majeure or fortuitous event make it impossible or very impractical to comply with contractual obligations even if the greatest possible diligence has been acted upon and yet the unforeseeable event that makes compliance impossible has occurred.  Without limitation, such events may include governmental acts and resolutions in its sovereign capacity, wars or revolutions, hostage-taking, seizure of facilities or the project site, crisis, terrorist acts, sabotage, blockades, fires, floods, earthquakes, explosions, hurricanes, epidemics, quarantine restrictions, cargo seizures and other causes recognized as force majeure or fortuitous event.  The **PCC defines**, if applicable, the threshold of inclement weather and other natural phenomena, as well as social or political conflicts that are considered force majeure for the purposes of the Contract. | |
|  | In the event that any of the events constituting fortuitous event or cause of force majeure occur or of becoming aware of the possibility of the occurrence of an event that may be considered fortuitous event or force majeure and, as soon as possible thereafter, the Contractor shall notify the Works Manager in writing in full details if for that reason he is totally or partially unable to comply with his obligations and responsibilities incurred under the Contract and indicate, where appropriate, the time it considers it will be necessary to suspend work on the Site of the Works. The Works Manager must certify the suspension of the Contract. | |
|  | The Contractor shall arrange the necessary security measures at the Construction Site and suspend the work as soon as possible after receiving this certificate. | |
|  | When the Works are interrupted by a fortuitous event or force majeure, the term of execution of the Works will be extended for the same time that the impossibility of fulfillment continues. | |
|  | In the event that the occurrence of any event that constitutes a fortuitous event or force majeure interrupts or suspends the performance of any of the substantial obligations of either Party for a continuous period of ninety (90) days, and the Parties are unable to reach an agreement to modify the terms of the Contract during such period, the Contractor shall have the right to request termination of the Contract and the Contracting Party shall resolve and, where applicable, terminate the Contract. | |
|  | In the event of termination of the Contract, the Contractor shall be paid for all work performed prior to receipt of the certificate, as well as any work subsequently performed on which commitments have been made. | |
| Temporary suspension of the execution of the Works | | |
|  | The Works Manager may, in writing, order the Contractor to temporarily suspend the execution of the Works for the time and in the manner in which it determines it for any justified cause without this implying the termination of the Contract and without prejudice to the provisions of sub-clause 64.2 of this document. The notification must include the reasons for and justifying such suspension, as well as the date of its commencement and the time limit for the probable resumption of the Works.  If the estimated date of resumption of the Works is linked to a certain but indeterminate event or act of completion, the suspension period will be subject to the updating of that event.  Each party must at all times use all reasonable efforts to minimize any delay in the performance of the Contract. | |
|  | Upon notice of the temporary suspension, the Contractor shall take all necessary actions with respect to its personnel, as well as measures to protect and physically secure the work performed and the Equipment and Plant located on the Construction Site during the suspension period. | |
|  | The Superintendent of Works shall prepare and submit to the Works Manager for certification a report on the state of execution at the time of suspension, including a description of the work concepts executed and the materials that are stored. | |
|  | Prior to the expiration of the suspension period, the Works Manager shall notify the Contractor in writing that the cause of the suspension has already disappeared and the date on which the work must resume. | |
|  | The Expected Date of Termination will be extended for the same period as the suspension, considering the provisions of sub-clause 36.4 of these GCC. | |
|  | In the event of suspension of the Works by instruction of the Contracting Party, the Contractor shall be paid for the Works executed up to the time of the suspension, as well as the substantiated amount of the non-recoverable expenses incurred by the Contractor for the days following the suspension until the resumption of the Works as described in the **PCC**. | |
|  | When the suspension of the Works arises from a fortuitous event or force majeure in accordance with sub-clause 40.2, the provisions of sub-clause 41.3 above shall apply, but the report shall include the causes of force majeure or fortuitous event preventing the execution of the Works, the technical opinion on which the suspension of the works is based, the temporality of the planned suspension and the estimated date of resumption of the Works. | |
|  | In the event of suspension of the Works due to fortuitous circumstances or force majeure, the Contractor shall be paid for the Works performed up to the time of suspension and for the substantiated costs of maintaining the Contractor's Equipment at the Construction Site, as well as those for the permanent staff of the Minimum Indispensable Contractor who have a specific function during the suspension. | |
|  | During the period of suspension of the Works for any cause not attributable to the Contractor, the Contractor shall be entitled to payment of the value of plants and materials that have not been delivered to the site but that were scheduled for this period if: (i) The works have been suspended for more than 28 days and the contractor provides evidence that this plant and materials meet the quality and specifications required by the contract; (ii) The Contractor has marked the plant and materials as the property of the Contracting Party, in accordance with the instructions of the works manager. | |
|  | In any case, of temporary suspension of the Works, the Contractor must extend the term of the Performance Guarantee within the same period of the duration of the suspension and present to the Works Manager the corresponding extended guarantee. | |
| Quality Control | | |
| Defect identification and testing | | |
|  | The Works Manager will monitor the Contractor's work and will notify of any defects that is found. Such control shall in no way alter the obligations of the Contractor. | |
|  | The Works Manager may order the Contractor to locate a defect and to uncover and test any work that it believes may have a defect, even if the test is not contemplated in the Specifications. If the test reveals that the defect does exist, the Contractor will pay the cost of the test and samples. If no defect is found, the test will be considered a Compensable Event. | |
| Correction of defects and uncorrected defects | | |
|  | The Works Manager shall notify the Contractor of all defects of which he/she becomes aware before the end of the Period of Liability for Defects, which begins on the Date of Termination and is defined in the **PCC**. The Defect Liability Period will be extended for as long as defects remain to be corrected. | |
|  | Each time a defect is notified, the Contractor shall correct it within the time specified in the Works Manager's notification | |
|  | If the Contractor fails to correct a defect within the time specified in the notification referred to in sub-clause 43.2, the Works Manager shall estimate the price of the correction of the defect and the Contractor shall pay such amount at market values plus a penalty as indicated in sub-clause GCC 56.2, being the price of the activity that the Contractor has provided for merely as a reference. The Contracting Party shall have the right to employ and pay other persons to perform this correction work and all expenses incurred or arising therefrom may be deducted from any sums due or which may be due to the Contractor. | |
| Cost Control | | |
| List of Bill of quantities with unit prices and Contract price. | | |
|  | The List of Bill of quantities with unit prices must contain the items, with the respective unit prices, of the Works to be executed by the Contractor. The price of the Contract shall be determined according to the actual volume of work and materials used in the total and satisfactory execution of the Works as certified by the Works Manager and the unit prices contained in the Contractor's bid.  Where the list of amounts includes provisional amounts or contingency reserves, the scope and mechanism of authorization for the use of these reserves shall be defined in the **PCC** | |
| Modifications to the Contract Price. | | |
|  | If the Contractor anticipates that the final price of the Contract may exceed the initial price of the Contemplated Contract in accordance with clause 45 of these GCC, it shall promptly inform the Works Manager so that he/she may decide, as he/she deems it, to increase the estimated price of the Contract as a result of an increased amount of work/materials or to reduce the amount of work to be performed or the materials to be used. | |
|  | If for a particular item the final amount of work to be executed differs by more than twenty-five percent (25%) of that specified in the List of Bill of quantities with unit prices and provided that the difference exceeds one per cent (1%) of the Initial Contract Price, the Works Manager will adjust the prices to reflect the change.  The Works Manager will not adjust prices due to differences in quantities if this exceeds the Initial Contract Price by more than fifteen percent (15%) unless he/she has the prior approval of the Contracting Party. | |
|  | Upon request by the Works Manager, the Contractor shall provide with a breakdown of the costs for any price on the List of Unit Priced Quantities. | |
| Variations (Change Orders) | | |
|  | The Works Manager may request the Contractor, by means of change orders, to introduce any Variation to the form, type or quality of the Works or any part thereof as he deems necessary. | |
|  | Within seven (7) days of the request, or within a longer period if the Works Manager so determined, the Contractor shall submit the quotation for the execution of the Variation. Before ordering the Variation, the Works Manager will analyze the quote presented by the Contractor. | |
|  | When the work corresponding to the Variation coincides with an item described in the List of Bill of quantities with unit prices and if, in the opinion of the Works Manager, the amount of work above the limit established in sub-clause 45.2 or its execution schedule do not produce changes in the unit cost of the amount of work, to calculate the value of the Variation, the price indicated in the List of Bill of quantities with unit prices shall be used.  If the unit cost of the quantity is changed or if the nature or timing of the work for the Variance does not coincide with the items in the List of Bill of Quantities with unit prices, the Contractor shall provide a quotation with new prices for the relevant items of work. | |
|  | If the Works Manager does not consider the Contractor's quote reasonable, the Works Manager may order the Variation and modify the Contract Price based on his/her own estimate of the effects of the Variance on the Contractor's costs. | |
|  | If the Works Manager decides that the urgency of the Variation does not allow to obtain and analyze a quote without delaying the works, no quote will be requested, and the Variation will be considered as a Compensable Event. | |
|  | The Contractor shall not be entitled to payment of additional costs that could have been avoided if it had issued the relevant Advance Notice. | |
|  | All Authorized Variations shall be included in the updated Programs submitted by the Contractor. | |
| Cash Flow Projections | | |
|  | When the Program is updated, the Contractor shall provide the Works Manager with an updated cash flow projection. This projection may include the different currencies that, where appropriate, are stipulated in the Contract, converted as necessary using the exchange rates of the Contract. | |
| Advance Payment | | |
|  | The Contractor shall pay the Contractor an advance in the amount stipulated in the **PCC** on the date set forth in the **PCC**, against the submission by the Contractor of a bank guarantee, bond, or any other type of easily executing financial instrument issued by financial institutions or insurers, acceptable to the Contracting Party in the same amounts and currencies of the advance based on the formats included in Appendix I. The security shall remain in force until the advance paid has been repaid; however, the amount of the guarantee shall be progressively reduced by the amounts reimbursed by the Contractor. The advance shall not bear interest. | |
|  | The Contractor shall use the advance only to pay for equipment, plant, materials, and mobilization expenses that are specifically required for the performance of the Contract. The Contractor shall demonstrate that it has used the advance for such purposes by submitting to the Works Manager copies of the relevant invoices or other documents. | |
|  | The advance shall be reimbursed by deducting proportionate amounts from the payments due to the Contractor, in accordance with the valuation of the percentage of the Works that has been completed. The advance or its refunds will not be considered to determine the valuation of the work performed, Variations, price adjustment, Compensable Events, or settlement for damages. | |
| Payment Certificates | | |
|  | The Contractor shall submit to the Works Manager monthly invoices for the estimated value of the work performed less the accumulated amounts previously certified by the Works Manager in accordance with sub-clause 49.5. | |
|  | Within the time frame determined in the **PCC**, the Works Manager shall verify the Contractor's monthly invoices and certify the amount to be paid to the Contractor on the basis of an evaluation of the documents submitted by the Contractor together with the invoices. | |
|  | The Works Manager shall determine the value of the work performed, specify the amounts due to the Contractor and issue the corresponding payment certificates. | |
|  | The value of the works carried out shall comprise the value of the completed quantities of the items included in the List of Bill of quantities with unit prices and shall include, where appropriate, the estimate of variations and compensable events. | |
|  | In consideration of more recent information, the Works Manager may exclude any item included in a previous certificate or reduce the proportion of any item that had been previously certified. | |
|  | It will be understood that the items of the Works for which the Contractor did not indicate price are covered in other prices in the Contract, so they will not be considered for payment. | |
| Payments | | |
|  | Payments will be adjusted to deduct advance payments and withholdings. Unless otherwise stated in the **PCC**, all payments and deductions shall be made in the proportions of the currencies in which the Contract Price is expressed. | |
|  | The Contracting Party shall pay the Contractor the amounts certified by the Works Manager within the period indicated in the **PCC** from the date of each certificate. | |
|  | If the Contracting Party makes a late payment, on the next payment it shall pay the Contractor interest on the late payment. Interest shall be calculated from the date on which the late payment should have been made until the date on which it is cancelled at the interest rate specified in the **PCC** for each of the payment currencies. | |
|  | If a certified amount is increased by a subsequent certificate or as a result of an agreement reached between the Parties prior to arbitration or an arbitration award, interest shall be paid to the Contractor on the delayed payment, as set forth in sub-clause 50.3. Interest shall be calculated from the date on which such an increase should have been certified if there had been no dispute. | |
| Currencies | | |
|  | Where payments are to be made in currencies other than that of the country of the Contracting Party as stipulated in the **PCC**, the exchange rates to be used to calculate the amounts payable shall be those stipulated in the Bid. | |
| Compensable Events | | |
|  | The following will be considered Compensable Events:   1. The Contracting Party does not permit access to a portion of the Site of the Works on the Date of Possession of the Site of the Works in accordance with sub-clause 25.1 of the GCC. 2. The Contracting Party amends the List of Other Contractors in such a way as to affect the contractor's work under the Contract. 3. The advance is paid late. 4. The ground conditions are more unfavorable than could reasonably be inferred prior to the issuance of the Letter of Acceptance, from information issued to the Bidders (including the Works Site Investigation Report), publicly available information, and visual inspection of the Works Site. 5. The Works Manager orders a delay or does not issue the Plans, Specifications, or instructions necessary for the timely execution of the Works. 6. The Works Manager directs the Contractor to uncover the work or to carry out additional tests on the works and it is subsequently verified that the works did not have Defects. 7. The Works Manager without justification disapproves of a subcontracting. 8. The Works Manager gives an instruction to deal with an unforeseen condition caused by the Contracting Party or to perform additional work that is necessary for safety or other reasons. 9. Other contractors, authorities, utilities, or the Contracting Party do not work according to the dates and other limitations set forth in the Contract, causing delays or additional costs to the Contractor. 10. The Contractor demonstrates that it has strictly complied with all the requirements imposed by environmental or local authorities to obtain permits, licenses and consents and those authorities fail to grant permits, licenses and consents within the time limits granted to other similar applications. 11. The effects on the Contractor of any of the Contracting Party's risks. 12. The effects on the Contractor of an event of fortuitous or force majeure as defined in clause GCC 41. 13. The Works Manager delays without any justification the issuance of the Certificate of Completion. | |
|  | If a compensable event causes additional costs and/or prevents work from being completed on the Expected Date of Completion, the Contract Price must be increased and/or the Expected Date of Completion extended. The Works Manager will decide whether the Contract Price should be increased and the amount of the increase and whether and to what extent the Expected Completion Date should be extended. | |
|  | As soon as the Contractor provides information demonstrating the effects of each compensable event on its cost projection, the Works Manager will evaluate it and adjust the Contract Price accordingly. If the Works Manager does not consider the Contractor's estimate reasonable, the Works Manager shall prepare his/her own estimate and adjust the Contract Price accordingly. | |
|  | In the cases mentioned in sub-clause 52.1, the Works Manager will assume that the Contractor will react competently and in a timely manner to the event. The Contractor shall not be entitled to payment of any compensation to the extent that the interests of the Contracting Party would be prejudiced if the Contractor had not given timely notice or had not cooperated with the Works Manager. | |
| Tax Provisions | | |
|  | The Works Manager shall adjust the Contract Price if taxes, duties, and other levies change in the period between the date 28 days prior to the bid’s submission for the contract and the date of the last Certificate of Termination.  The adjustment shall be made for the amount of the changes in taxes payable by the Contractor, provided that such changes are not already reflected in the Contract Price or are the result of the application of clauses 49 and 54 of the GCC. | |
|  | Each of the Parties shall comply with the payment of contributions, duties, taxes, and other tax burdens that, under applicable law, they are required to cover during the term, performance, and performance of this Contract. | |
|  | It is the Contractor's responsibility to make all necessary enquiries in this regard and shall be deemed to have been in conformity with respect to the application of all relevant tax laws. | |
| Price adjustments | | |
|  | Only if so, stipulated in the **PCC** will prices be adjusted to take account of fluctuations in the cost of inputs. In such a case, the amounts authorized in each payment certificate, before the deductions for the advance, should be adjusted by applying the respective price adjustment factor to the amounts to be paid, a formula similar to the following specified in the **PCC** shall be applied separately:  **Pc = Ac + Bc (Imc/Ioc) + Cc (Enc/Eoc) + …**    in which:  **Ac** is the coefficient stipulated in the **PCC** that represents the non-adjustable portion.  **Pc** is the adjustment factor.  **Bc** and **Cc** ... are coefficients stipulated in the **PPC** that represent the adjustable portions of the Contract Price.  Imc, **Enc**... is the index in effect at the end of the month being billed,  Ioc, **Eoc .**.. is the index corresponding to the inputs payable, in force 28 days before the opening of the bids.  The sum of the two coefficients, Ac, Bc, **Cc** ... must be equal to 1 (one) in the formula corresponding to each currency. The A coefficient, relative to the non-adjustable portion of payments, usually represents a rough estimate (usually 0.15) that considers fixed cost elements or other non-adjustable components. The sum of the adjustments is added to the Contract Price. | |
|  | If the index value is changed after it has been used in a calculation, the calculation must be corrected, and an adjustment must be made to the next payment certificate. The value of the index shall be deemed to consider all changes in cost due to fluctuations in prices. | |
| Withholdings | | |
|  | Until the Works are fully completed, the Contracting Party shall retain from each payment owed to the Contractor the proportion stipulated in the **PCC.** | |
|  | When the Works are fully completed and the Works Manager has issued the Certificate of Completion of the Works in accordance with sub-clause 60.2 of the GCC, the Contractor will be paid half of the total retained and the other half when the Period of Liability for Defects has elapsed and the Works Manager has certified that all defects notified to the Contractor before the expiration of this period have been corrected. | |
|  | When the Works are fully completed, the Contractor shall replace the retention with a quality guarantee of the Works which shall be in force for at least twelve (12) months after the completion of the Works.  The amount of this guarantee is defined in the **PCC** and must ensure that any defect in performance can be remedied within the period indicated above.  This guarantee may be a bank type or bond, issued by financial institutions regulated in the country of the Contracting Party. If the guarantee or bond is issued by a financial institution or insurer located outside the country of the Contracting Party, the issuing institution must have a correspondent financial institution regulated in the country of the Contracting Party, which allows the unconditional guarantee to be made effective upon first request. | |
| Penalties, fines, or deductions on payment | | |
|  | In the event of delays in the Termination Date with respect to the Expected Date of Termination or any extension thereto pursuant to this Contract, the Contracting Party may deduct from the payments due to the Contractor an amount as damages calculated using the price per day set forth in the **PCC**, for each day of delay of the Termination Date with respect to the Expected Date of Termination or any extension thereto. The limit of the total amount of damages shall not exceed the amount stipulated in the **PCC**. The Contracting Party may deduct such compensation from payments due to the Contractor. Payment of damages shall not affect the obligations of the Contractor. | |
|  | Notwithstanding the provisions of sub-clause 43.3 of these GCC, in the event that the Contractor fails to correct a defect detected within the time specified in the notification of the Works Manager in accordance with sub-clause 43.1, it shall pay a penalty for inefficient performance. The amount of the penalty shall be equal to a percentage of the cost of remedying the defect, in accordance with the procedure described in sub-clause 43.3 and specified in the **PCC.** | |
|  | If the Expected Completion Date is extended after the deduction for damages has been made in accordance with sub-clause 56.1, the Works Manager shall consider in the following payment certificate any excess deductions made to the Contractor for such purpose plus the payment of interest on the amount deducted in excess, calculated for the period from the date of payment to the date of reimbursement, at the rates specified in sub-clause 50.3 of the GCC. | |
| Bonuses | | |
|  | If so, specified in the **PCC**, the Contractor will be paid a bonus for each day that the Completion Date of all works is earlier than the Expected Completion Date. The bonus will be calculated at the daily rate set forth in the **PCC** up to the maximum amount determined in the **PCC.** To do this, the Works Manager must certify that the Works have been completed in accordance with Sub-clause 60.2 of the GCC even if the deadline for completing them is not expired. | |
| Work by administration | | |
|  | If applicable, the fees for management work stated in the Contractor's bid will apply only when the Works Manager has previously instructed in writing that the additional work will be paid for in that manner. | |
|  | The Contractor shall record, on forms approved by the Works Manager, any work to be paid for as work for administration. The information stated on the form must be verified, authorized, and signed by the Works Manager within two days after the work has been done | |
|  | Payments to the Contractor for work for administration shall be subject to the submission of the forms referred to in sub-clause 58.2 of the GCC. | |
| Cost of repairs | | |
|  | In the event that between the Commencement Date of the Works and the expiration of the Default Liability Period, the Works or any part thereof or any of the Provisional Works or the Materials to be incorporated therein, suffers any damage, loss or injury (unless due to a Fortuitous Event or Force Majeure as defined in clause 40 of the GCC), the Contractor will carry out the repairs and pay on its own account the losses or damages, when such losses or damages are caused by its own acts or omissions and so determined by the Works Manager. | |
|  | In case of damages, losses or damages in the works, part of the works, provisional works, or materials to be incorporated into the works, which are caused by causes other than the liability of the Contractor described in sub-clause 59.1, the Works Manager may request the Contractor to carry out the necessary repairs. If the Contractor is unable to carry out the repairs and so notified, the Works Manager shall have the power to determine the measures to be taken to ensure the safety and integrity of the works and the construction site. | |
| Termination of Contract | | |
| Completion of the Works | | |
|  | When the Works have been substantially completed and any proof provided for in the Contract for their completion has been satisfactorily approved, the Contractor shall request that the Works Manager issue the Certificate of Completion of the Works. From that moment the Period of Liability for Defects will begin in accordance with clause 43 of the GCC until the Construction Manager issues the Certificate of Correction of Defects. | |
|  | Once the Works Manager considers that the Works are finished, the defects detected have been corrected and the insurance referred to in sub-clause 67.1 has been presented, he/he will issue the Certificate of Correction of defects. | |
|  | The Works shall be deemed terminated upon the issuance of such Certificate, provided that the provisions of the Contract that have not yet been complied with and the dispute resolution provision of the Contract remain in effect for as long as necessary to resolve any outstanding matter or issue between the Parties. | |
| Reception of the Works | | |
|  | The Contracting Party shall take possession of the Site of the Works and Works within seven (7) days of the date on which the Works Manager issues the Certificate of Completion of the Works. | |
| Final Settlement | | |
|  | Prior to the expiration of the Defect Liability Period, the Contractor shall provide the Works Manager with a detailed statement of the total amount the Contractor believes is owed to it under the Contract. | |
|  | The Works Manager shall issue a Certificate of Defect Correction and certify any final payment owed to the Contractor within fifty-six (56) days of receiving the detailed statement from the Contractor and in the opinion of the Works Manager. | |
|  | If statement of account is not found complete and correct, the Works Manager must issue, within the same period established in the GCC 62.2. a list setting out the nature of any corrections or additions that may be required. If after the Contractor resubmits the final statement and it is still not satisfactory in the judgment of the Works Manager, the Works Manager shall decide the amount to be paid to the Contractor and issue the payment certificate. | |
| Operation and Maintenance Manuals | | |
|  | In the event that the Specifications have requested the delivery to the Contracting Party of the updated operation and maintenance manuals, and of the final drawings, the Contractor will deliver them on the dates stipulated in the **PCC.** | |
|  | If the Contractor does not provide the updated final drawings and/or the operation and maintenance manuals by the dates set out in sub-clause 63.1, or are not approved by the Works Manager, the Manager shall withhold the amount stipulated in the **PCC** from the payments due to the Contractor. | |
| Early Termination of Contract | | |
|  | Termination for contractor's breach  The Contracting Party may terminate the Contract if the Contractor is in breach of the Contract in material breach. Fundamental breaches of the Contract will be, among others, the following facts:   1. The Works Manager notifies the Contractor that failure to correct a particular defect constitutes a case of fundamental breach of the Contract and the Contractor fails to correct it within a reasonable time limit set forth by the Works Manager in the notification. 2. The Contractor does not maintain a guarantee that is required in the Contract. 3. The Contractor has delayed the completion of the Works by the number of days for which the maximum number of damages may be paid, as stipulated in the **PCC**. 4. The Contractor withdraws from the Work, in whole or in part, without the prior written approval of the Contracting Party. 5. The Contractor does not grant to the Contracting Party or to whom it designates in writing the facilities or the data and documents necessary for the supervision or inspection of the execution of the Works. 6. The Contractor assigns the Contract to others, in whole or in part as set forth in sub-clause 17.1 | |
|  | Termination for breach of the Contracting Party  The Contractor may terminate the Contract if:   1. The Contracting Party does not make to the Contractor a payment certified by the Works Manager, within eighty-four (84) days following the date of issuance of the certificate by the Works Manager. 2. The Works Manager orders the Contractor to halt the progress of the Works as set forth in clause 41 and does not withdraw the order within twenty-eight (28) days. | |
|  | When either Party to the Contract notifies the Works Manager of a breach of the Contract, for a reason other than those indicated in sub-clauses 64.1 and 64.2 of the GCC, the Works Manager shall decide whether or not the breach is fundamental. | |
|  | Termination by insolvency  The Contracting Party may terminate the Contract if the Contractor is declared by the competent authority in insolvency, suspension of payments, bankruptcy, or liquidation or in any similar situation affecting its assets for reasons other than reorganization or merger of companies; or if the Contractor is a company or a member of a company that has been dissolved by legal action. In such a case, the termination shall be without compensation to the Contractor, provided that it does not prejudice or affect any right of action or remedy that it has or may subsequently have towards the Contracting Party. | |
|  | Termination for Prohibited Practices  The Contracting Party may, by written notice, unilaterally terminate the Contract if in its opinion considers that the Contractor has engaged in prohibited practices in accordance with the Bank's policies on Prohibited Practices, as defined in clause GCC 4 when competing for the contract or in its performance. | |
|  | Termination for convenience  The Contracting Party may terminate the Contract early for cause or convenience in the interest of the Contracting Party upon written notice to the Contractor not less than fourteen (14) days in advance. | |
|  | Termination of the contract for reasons of fortuitous circumstances or force majeure When an event of any event constituting fortuitous circumstances or force majeure interrupts or suspends the possibility of the performance of any of the substantial obligations of either Party for a continuous period of ninety (90) days, and the Parties are unable to reach an agreement to modify the terms of the Contract during such period the Contractor shall have the right to request termination of the Contract and the Contracting Party shall resolve and, where appropriate, may terminate the Contract. | |
|  | If the Contract is terminated, the Contractor shall suspend work immediately, arrange for necessary security measures at the Construction Site and withdraw from the site as soon as reasonably practicable. | |
| Property rights after termination for breach by the Contractor | | |
|  | If the Contract is terminated for breach by the Contractor, equipment and plant that has not been legally transferred to the Contracting Party shall be the property of the Contractor. The materials, provisional works and works that are on the site of works and that have been duly paid or that the Works Manager determines and includes in the certificate referred to in sub-clause 66.1, will be the property of the Contracting Party. | |
| Payments after early termination of the Contract | | |
|  | If the Contract is terminated for the Contractor's fundamental breach, the Works Manager shall issue a certificate stating the value of the work performed and the Materials ordered by the Contractor, less any advances received by the Contractor up to the date of issuance of such certificate, and less the percentage stipulated in the **PCC** to be applied to the value of the work that has not been completed. No additional damages will be payable. If the total amount owed to the Contractor exceeds the amount of any payment to be made to the Contractor, the difference shall constitute a debt in favor of the Contracting Party. | |
|  | If the Contract is terminated at the convenience of the Contracting Party or for fundamental breach of the Contract by the Contracting Party, the Works Manager shall issue a certificate for the value of the work performed, the materials ordered, the reasonable cost of the removal of the equipment and the repatriation, if any, of the Contractor's personnel engaged exclusively in the Works. , and the costs incurred by the Contractor for the safekeeping and security of the Works, less the advances it had received up to the date of issuance of such certificate. | |
| Liability for hidden defects after the issuance of the Defect Correction Certificate | | |
|  | Once the Certificate of Correction of Defects has been issued, each of the Parties remains legally responsible for any obligations arising from defects in the execution of design and construction that have not been identified in the period of liability for defects referred to in sub-clause 43.1. The Contractor's liability arising from defects in the execution of design and construction will continue in force for the period indicated in the **PCC.** In the event that the Contracting Party indicates in the **PCC** that the contracting of an insurance is required to guarantee the coverage of this legal liability, the issuance of the Certificate of correction of defects will be subject to the presentation of said insurance. | |

**Particular Conditions of Contract**

**Particular Conditions of Contract**

The following Particular Conditions of the Contract (PCC) will supplement and/or vary the General Conditions of the Contract (GCC). In the event of a conflict, the provisions set forth herein shall prevail over those of the GCC.

***(The Contracting Party shall select the appropriate wording using the examples given or other wording acceptable to the Bank and remove the red and italic text. The Contracting Party shall complete all PCC before issuing the bidding documents. The programs and reports to be provided by the Contracting Party shall be attached.)***

| **Ref. to GCC** | **Particular Conditions of Contract (PCC)** |
| --- | --- |
| **A. General Provisions** | |
| **1.1 (g)** | The Contracting Party, executing agency is: *(indicate the name of the executing agency or contracting entity)* |
| **1.1 (q)** | The commencement date is: *(indicate the date)* |
| **1.1 (s)** | The term for the execution of the Works is *(Indicate the term)*  The Expected Date of Completion of all Works is *(indicate the date) (If different dates are specified for the completion of the Works by sections or milestones, those dates should be listed here)* |
| **1.1 (t)** | The Works Manager is *(indicate the name and the email address)* |
| **1.1 (ee)** | The Works consist of (*indicate a brief description, including the interrelationship with other contracts included in the same Project)* |
| **1.1 (gg)** | The country of the Contracting Party is: *(indicate the name of the country of the Borrower/Beneficiary)* |
| **1.1(nn)** | The Borrower/Beneficiary is: *(indicate name*) |
| **1.1 (oo)** | The Site of works is located at (*indicate the address of the site)* and is defined in drawings No. *(indicate numbers)* |
| **1.1 (qq)** | The Superintendent of Construction is: *(indicate name and e-mail address of the Superintendent of Construction).* |
| **2.3** | The sections of the Works with different completion dates than those of the totality of the Works are: *(indicate the nature of the sections and the dates, if applicable)*  *(If not applicable, indicate “Not Applicable*) |
| **5.1** | El official language is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **6.1** | The applicable law governing the Contract is the law of *(indicate the name of the Contracting Party's country.)* |
| **7.1** | The responsible Associate designated by the JV to act as its representative for the purposes of the contract is *(name of the common representative of the JV, who has the authority to enter into obligations and receive instructions for and on behalf of each and every member of the JV)* |
| **8.1** | *When, where appropriate, external sources of financing have established regulations on the origin of subcontractors to be incorporated into the operations and these have been accepted by the Bank, the following paragraphs should be inserted****. If not, delete them.)***  Subcontractors must come from the following countries: *(indicate the countries established in the regulations of external sources)*  *(Unless otherwise specified by external source regulations)* A person's country of origin is considered to be the country where he/she has citizenship and when a company is the country where it is incorporated. |
| **8.2** | (*When, where appropriate, external sources of financing have established regulations on the origin of the materials, equipment, and services to be supplied and incorporated into the operations and these have been accepted by the Bank, the following paragraphs should be inserted.* ***If not, delete them****.)*  All materials, equipment, and services to be supplied under the Contract must originate in the following countries: *(indicate the countries set out in the regulations of external sources)*  *(Unless otherwise specified by external source regulations)*  For the purposes of this clause, the following guidelines shall apply to the determination of origin: (i) For goods, the country is understood to mean the country where the goods have been extracted, harvested, cultivated, produced, manufactured or processed, or where, as a result of manufacture, processing or assembly, another commercially recognized article is generated that differs greatly from the basic characteristics of its components , (ii) For services will be determined depending on the country where the provider has citizenship and when it is a company the country where it is incorporated. |
| **10.2 (c)** | The additional activities that are considered to be in conflict of interest during the performance of the Contract are: *(indicate activities)* |
| **10.3** | The activities prohibited for the Contractor considered as a conflict of interest after the termination of the contract are: *(Indicate activities and temporality where appropriate)*  *(If no limitations due to conflict of interest are imposed on the contractor's future activities, please indicate NOT APPLICABLE).* |
| **13.1** | The Works Manager *(indicate "may" or "may not")* delegate to other persons any of his duties and responsibilities. |
| **15.2** | *Specify physical and electronic address of the Contracting Party and the Contractor)* |
| **18.1** | List of Other Contractors (*list of names of Other Contractors, if applicable)* |
| **21.1** | The minimum insurance coverages and deductibles shall be:   1. for loss of or damage to the Works, Plant and Materials: *(indicate the amounts).* 2. For loss of or damage to equipment: (*please indicate the amounts)* 3. for civil liability for loss of or damage to property (except works, plant, materials, and equipment) in connection with the Contract (*indicate amounts*). 4. for personal injury or death liability:    * + 1. of the employees of the Contractor: (*indicate the amounts*)        2. from other persons: *(indicate the amounts).* |
| **22.1** | The Site of Works Investigation Reports are: *(list the Site of Works Investigation Reports)* |
| **24.1** | The amount of the Performance Guarantee is: *(indicate the amount(s) denominated in the types and proportions of the currencies in which the Contract Price will be paid*.)  *(Indicate whether a bank guarantee or performance bond will be requested, delete the one that does not apply)*  Bank Guarantee: (*indicate the percentage and the amount(s)).*  Performance bond: *(indicate the percentage and the amount(s).)*  (*The* ***Bank Guarantee*** *must be unconditional ("against first request") (See Appendix I, Guarantee Forms). Generally, 5 to 10 percent of the Contract Price is set for the value of the Performance Bank Guarantee.*  *The* ***Performance Bond*** *is a promise by a guarantor institution or insurance company (guarantor) to pay the Contracting Party the amount of the policy. At the international level, for this type of guarantee, an amount of 30 percent of the Contract Price is usually established.)* |
| **25.1** | The date(s) of Taking Possession of the Site of the Works will be *(indicate the place(s) and date(s))* |
| **25.2** | The period stipulated for obtaining access to land that exceeds the site of the work and is not of a public nature, as well as the presentation to the Works Manager of the corresponding permits will be *(Indicate number of days)* from the signing of the contract. |
| **27.1** | The Contractor shall take all measures required to protect the environment set forth in (*Environmental License / Qualitative Environmental Diagnosis / Environmental Impact Assessment or others).* |
| **32.3** | The minimum period during which the Contractor and its subcontractors must maintain records and documents relating to the Contract shall be (*indicate number of years).*  *(To establish this deadline, consider that documentation related to the work contracting processes in all its stages must be complete and available for the supervision of the Bank up to one (1) year after the acceptance or final receipt of each stage or, where appropriate, the date of completion of the execution of the project.)* |
| **33.3** | The out-of-court dispute resolution process to which disputes that may arise between the Parties in connection with the performance of the contract may be subject shall be as follows: (*The process should be clearly described here and, if it has a cost, who will be responsible for covering it) (The mechanisms to be established may be, among others, DB (Dispute Board) or a DAB (Dispute Adjudication Board) or a pre-appointed Technical Expert Panel.)* |
| **33.4** | The period within which the Parties shall resolve the dispute or dispute before informing the other Party of intentions to commence arbitration proceedings shall be (*indicate number of days)* days from the date of notification of the dispute by either Party.  The rules of procedure for arbitration proceedings, in accordance with Clause 33.5 of the CGC, shall be:  ***(If the contract is with foreign contractors, among the regulations governing the procedures may be considered: (Select only one of them)***   1. *The Arbitration Rules of 1976 of the United Nations Commission on International Trade Law (UNCITRAL),* 2. *The Arbitration Rules of the International Chamber of Commerce (ICC),* 3. *The Rules of the London Court of International Arbitration (LCIA), or* 4. *The Rules of procedure of the Arbitration Institute of the Stockholm Chamber of Commerce (CCE).)*   *(If the Contracting Party selects the UNCITRAL Arbitration Rules, he or she must insert the following type of sub-clause:)*  CGC 33.4a) - Any dispute, controversy or claim arising out of or relating to this Contract, or for breach, termination, or annulment thereof, shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules.  *(If the Contracting Party selects the ICC Arbitration Rules, he or she must insert the following type of sub-clause:)*  CGC 33.4 (a) All disputes arising out of or relating to this agreement shall be finally resolved in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules.  *(If the Contracting Party selects the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, he must insert the following type of sub-clause:)*  CGC 33.4 a) Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.  *(If the Contracting Party selects the Rules of the London Court of International Arbitration (LCIA) he must insert the following standard clause:)*  CGC 33.4 (a) Any dispute arising out of or relating to this agreement, including any matter relating to its existence, validity, or termination, shall be submitted to, and finally resolved by arbitration in accordance with the LCIA Arbitration Rules, which are deemed to be incorporated by reference into this clause.  (***If the contract is with domestic contractors, the following shall be specified): Any dispute arising between them in connection with the Contract shall be submitted to arbitration in accordance with the laws of the Country of the Contracting Party.*** |
| **B. Control of Time Limits** | |
| **34.1** | The Contractor will submit a Program for the Approval of the Works Manager within (*number)* days from the date of the Letter of Acceptance. |
| **34.2** | The deadlines between each update of the Program will be *(indicate number)* days. |
| **34.3** | The amount that will be withheld for the delayed submission of the updated Program will be *(please indicate the amount).* |
| **40.1** | The threshold of inclement weather and other natural phenomena, as well as social or political conflicts that are considered fortuitous or force majeure for the purposes of the Contract are: *(Where appropriate, indicate, according to the characteristics of the Country of the Contracting Party, what this threshold would be and what would be the conflicts that would be considered force majeure or fortuitous event).* |
| **41.6** | In case of temporary suspension of the Works by instruction of the Contracting Party through the Works Manager, the following shall be considered non-recoverable expenses payable to the Contractor:  *(Indicate what is applicable under the law of the Contracting Party's country).*  *(In the event that the concepts of non-recoverable expenses are not provided for in local law, and the local law only determines that the Contractor is entitled to be recognized for the expenses incurred during the suspension, some examples of non-recoverable expenses or concepts eligible for compensation to the Contractor for a temporary suspension ordered by the Contracting Party could be:*   1. *the amount of the income of inactive Equipment or the freight of the withdrawal and return to the work of said Equipment, the cost of the extension of the validity of the guarantee of fulfillment of contract (if applicable),* 2. *the cost of personnel who must necessarily remain at the Site of the Works during the suspension and has been agreed between the Parties,* 3. *the costs of administration of work in terms of fees, salaries, and allowances of technical and administrative personnel strictly necessary and having a specific function during the suspension and* 4. *the indirect costs that have been generated during the suspension period, among others the cost of extending the validity of the guarantee of performance of the Contract (if applicable).)* |
| **C. Quality Control** | |
| **43.1** | The Defect Liability Period is: *(please indicate the number)* days.  *(Generally, the Period of Responsibility should be at least 12 months).* |
| **D. Cost Control** | |
| **44.1** | *(If provisional sums or contingency reserves have been added to the List of Amounts, fill in the following information, otherwise remove this CPC provision)*  Provisional amounts or contingency reserves included in the list of quantities (ECO-1) should be used for the following scopes:  *Indicate the activities, items and the description of the scope covered by the provisional sums, which may be among others for specialized work or special goods to be supplied by other contractors*.  For the purposes of authorizing the use of provisional amounts or contingency reserves and depending on the applicable item, the following guidelines will apply:  The mechanism for authorizing the use of the provisional sums will be: *(indicate the authorization mechanism).*  The person responsible for authorizing the use of the provisional sums will be: *(indicate the person responsible).* |
| **48.1** | The payment (Payments) in advance shall be: *(indicate the amounts)* and shall be paid to the Contractor at the latest *(indicate the date(s)).* |
| **49.2** | The deadline for the Works Manager to verify the Contractor's monthly invoices and, in case of acceptance, certify the amount to be paid is *(indicate number of days)* days. |
| **50.1** | *(If payments and deductions will not necessarily be made in the proportions of the currencies in which the Contract Price is expressed, indicate here in which currencies and in what proportions the payments and deductions will be made) (****Otherwise, delete)***  Payments and deductions shall be made in the following proportions and currencies: *(Indicate*) |
| **50.2** | The deadline for payment to the Contractor of the amounts certified by the Works Manager *is (indicate number of days)* days from the date of each certificate. |
| **50.3** | The interest rate for late payments is: *(indicate the interest rate applicable to each of the payment currencies).* |
| **51.1** | The currency of the country of the Contracting Party is: *(indicate currency)* |
| **54.1** | The Contract *(indicate "is" or "is not)* subject to price adjustment pursuant to Clause 54 of the GCC, and consequently the following information in relation to the coefficients (indicate "applies" or "does not apply").  *(Price adjustment is recommended for contracts that have a term of execution greater than 18 months).*  The coefficients for price adjustment are:   1. To (*enter the name of the currency*): 2. *(Indicate the percentage*) % is the non-adjustable portion (coefficient A). 3. *(Indicate the percentage)* % is the adjustable portion (coefficient B). .... 4. To *(enter the name of the currency):* 5. *(Indicate the percentage)* % is the non-adjustable portion (coefficient A). 6. *(Indicate the percentage)* % is the adjustable portion (coefficient B).   Index I for the local currency will be *(indicate index).*  Index I for the indicated international currency will be *(indicate the index).*  (*These benchmarks will be proposed by the Contractor, subject to the approval of the Contracting Party.)*  Index I for all currencies, except for the local currency and the indicated international currency, will be *(indicate the index).*  (*These benchmarks will be proposed by the Contractor, subject to the approval of the Contracting Party.)* |
| **55.1** | The proportion to be withheld from payments is: *(please enter the percentage)*  (*The amount withheld is generally close to 5 percent and in no case should it exceed 10 percent.)* |
| **55.3** | The replacement of the retention after the Date of completion of the Works referred to in sub-clause 55.3 of the GCC shall be by the submission of a quality Guarantee in accordance with the following:  Type of instrument: *Bank Guarantee/Bond*  Amount: (*indicate amount and currency)*  Validity: *(Indicate validity, which must be not less than 12 months after receipt of the works)* |
| **56.1** | The number of damages for all works is *(indicate the percentage of the final contract price)* per day. The maximum number of damages for all works is *(please indicate the percentage)* of the final contract price.  *(Generally, damages are set between 0.05 and 0.10 percent per day, and the total amount should not exceed 5 to 10 percent of the Contract Price. If section terminations and section damages have been agreed upon, the amount of the latter should be specified here.)* |
| **56.2** | The penalty for correcting a defect not corrected by the Contractor shall be (*indicate percentage)* of the cost of correcting the defect. |
| **57.1** | (Use this clause only if it is considered that if the Contractor completes the Works early to the Expected Date of completion it would represent a benefit to the Contracting Party. **Otherwise, delete or indicate NOT APPLICABLE.)**  The bonus for all works is (indicate the percentage of the final price of the Contract) per day.  The maximum amount of the bonus for all works is (indicate the percentage) of the final price of the Contract.  (The bonus is usually numerically equivalent to the damages in sub-clause 56.1 above) |
| **E. Termination of Contract** | |
| **63.1** | Operation and Maintenance Manuals must be submitted by *(please indicate the date)* at the latest.  Final updated drawings must be submitted by *(please indicate the date)* at the latest. |
| **63.2** | The amount to be withheld for failure to comply with the submission of the final updated drawings and/or the operation and maintenance manuals on the date set out in GCC 63.1 is *(please indicate the amount in local currency)* |
| **64.1 (c)** | The maximum number of days is *(please indicate the number; consistent with Sub-clause 56.1 on damages settlement).* |
| **66.1** | The percentage to be applied to the value of unfinished Works for payment purposes after early termination is *(indicate the percentage).* |
| **67.1** | The contractual terms for liability for hidden defects after the issuance of the Certificate of correction of defects are:   1. *(Indicate number of years, 10 years is recommended)* years in case of structural failures or defects. 2. *(Indicate number of years is recommended 5 years)* years when it comes to failure or defects of the construction elements or facilities. 3. *(Indicate number of years is recommended 3 years)* years if there are failures or defects that affect elements of completions or finishes of the works; and 4. *(Indicate number of years is recommended 5 years)* years for failures or defects that are not assimilable or equivalent to those indicated above.   Insurance: (*If the presentation of insurance is required, indicate the amount and coverage of the same case otherwise indicate “Not Applicable”).* |

# Appendix 1: Integrity Provisions

1. **Counterparties and their Associates:**

All natural or legal persons who participate or provide services in projects or operations, whether in their capacity as bidders, borrowers, sub-providers, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, beneficiaries of donations (and all their employees, representatives and agents), as well as any other type of similar relationship, hereinafter referred to as Counterparties and their Associates, shall refrain from performing any act or action that is framed or may be classified as a Prohibited Practice as established in paragraph B of this Appendix.

1. **Prohibited Practices:**

CABEI has established a Reporting Channel as the mechanism for reporting and investigating irregularities, as well as the commission of any Prohibited Practice, in the use of CABEI funds or funds administered by CABEI.

For the purposes of this contract, prohibited practices are understood as the following:

1. **Fraudulent Practice:** Any fact or omission, including misrepresentation of facts and circumstances, that deliberately or negligently misleads or attempts to deceive any party for financial or other gain, own or from a third party or to evade an obligation in favor of another party.
2. **Corruptive Practice**: It consists of offering, giving, receiving, or requesting, directly or indirectly, something of value to unduly influence the actions of another party.
3. **Coercive Practice:** Consists of harming or causing harm; or threaten to harm or cause harm, directly or indirectly, to any party or its property in order to unduly influence the actions of a party.
4. **Collusive Practice**: Agreement made between two or more parties with the intent to achieve an improper purpose or unduly influence the actions of another party.
5. **Obstructive Practice**: Consists of: (a) deliberately destroying, falsifying, altering or concealing material evidence for an investigation, or making false statements in investigations, in order to prevent an investigation into allegations of corrupt, fraudulent, coercive or collusive practices; and/or threatening, harassing or intimidating either party to prevent them from disclosing their knowledge of issues relevant to the investigation, or to prevent the investigation from proceeding; or (b) intentionally take action to physically impede CABEI's exercise of contractual rights to audit and access to information.
6. **Declarations and Obligations of Counterparties:**

The Counterparty(s) will transfer to its Related Parties (sub-agents, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, offerors, beneficiaries of donations and similar) the following statements and must expressly establish them in the contractual documentation that governs the relationship between the Counterparty(s) and its Related Parties. The foregoing shall apply to operations financed with CABEI resources or administered by CABEI, in order to prevent them from incurring in the commission of Prohibited Practices, obliging both the Counterparty and its Related Parties to comply with the actions and decisions that CABEI deems relevant, in case of verifying the existence of any of the Prohibited Practices described in paragraph (B) of this Appendix.

Individual Statements of Counterparties

The Counterparties declare that:

1. They know CABEI's Reporting Channel, as a mechanism to report and investigate irregularities or the commission of any Prohibited Practice in the use of CABEI funds or funds administered by it.
2. Keep all documents and records related to activities financed by CABEI for a period of ten (10) years, counted from the end of this contract.
3. As of the date of this contract have not been committed in their own way or through related (employees, representatives, and agents) or any other type of analogous relationship, Prohibited Practices.
4. All the information presented is truthful and therefore has not misrepresented or concealed any fact during the processes of eligibility, selection, negotiation, bidding and execution of this contract.
5. Neither they, nor their directors, their staff, contractors, consultants, and project supervisors (i) are disqualified or declared by an entity as ineligible to obtain resources or award contracts financed by any other entity, or (ii) have been found guilty of crimes related to Prohibited Practices by the competent authority.
6. None of its directors and officers has been a director, officer, or shareholder of an entity (i) that is disqualified or declared ineligible by any other entity, (ii) or has been found guilty of an offence related to Prohibited Practices by the competent authority.

Obligations of Counterparties

The following are obligations of the Counterparties:

1. Not to engage in any Prohibited Practice in CABEI's programs, projects or operations financed with CABEI's own funds or funds administered by CABEI.
2. Report during the process of selection, negotiation, and execution of the contract, through the Reporting Channel, any irregularity or the commission of any Prohibited Practice related to the projects financed by CABEI or with the funds administered by it.
3. Reimburse, at CABEI's request, the expenses or costs related to the activities and investigations carried out in connection with the commission of Prohibited Practices. All expenses or costs referred to above must be duly documented, being obliged to reimburse them at the request of CABEI within a period not exceeding ninety (90) calendar days from the receipt of the notification of collection.
4. Grant unrestricted access to CABEI or its duly authorized representatives to visit or inspect the offices or physical facilities, used in connection with projects financed with CABEI's own funds or administered by it. Likewise, they will allow and facilitate the conduct of interviews with their shareholders, directors, executives or employees of any status or salary relationship. In the same way, they will allow access to the physical and digital files related to said projects or operations and must provide all the collaboration and assistance that is necessary, in order to properly execute the planned activities, at the discretion of CABEI.
5. Respond within a reasonable period of time to inquiries related to any inquiry, inspection, audit, or investigation coming from CABEI or any appropriately appointed investigator, agent, auditor, or consultant, whether by written, virtual or verbal means, without any restriction.
6. Attend and observe any recommendation, requirement or request issued by CABEI or any person duly designated by it, related to any of the aspects related to the operations financed by CABEI, their execution and operability.

The Statements and Obligations made by the Counterparties contained in this paragraph C are true and will remain in force from the date of signature of this contract until the date on which the amounts owed under it are paid in full.

1. **Audit and Investigation Process:**

Prior to determining the existence of irregularities or the commission of a Prohibited Practice, CABEI will reserve the right to execute the audit and investigation procedures that assist it, being able to issue an administrative notification derived from the analyses, evidence, evidence, results of the investigations and any other available element that is related to the fact or Prohibited Practice.

1. **Recommendations:**

When the existence of irregularities or the commission of a Prohibited Practice is determined, CABEI will issue the actions and recommendations listed below, without being limiting, these being of observance and mandatory compliance. The foregoing, without prejudice to CABEI having the power to report the corresponding case to the competent local authorities:

1. Issuance of a written reprimand.
2. Adoption of measures to mitigate the risks identified.
3. Suspension of disbursements.
4. Disobligation of resources.
5. Request the advance payment of resources.
6. Cancel the business or contractual relationship.
7. Suspension of procurement processes or procedures.
8. Request for additional warranties.
9. Execution of bonds or guarantees.
10. Any other applicable course of action under this agreement.

1. **List** **of Prohibited Counterparties:**

CABEI may include counterparties and their related parties in the List of Prohibited Counterparties, which it has instituted for this purpose. The temporary or permanent disqualification from said List of Prohibited Counterparties will be determined on a case-by-case basis by CABEI.

CABEI will give counterparties and their associates the opportunity to present their defense arguments, through the conduct of an administrative procedure. This includes, but is not limited to, CABEI's right to share or make public the contents of that list.

This Appendix forms an integral part of this agreement, and the Counterparty accepts each of the provisions set forth herein.

# Appendix 2: Environmental and Social Provisions of the Bank

1. Environmental and Social management

1.1 General

The Contractor shall take all reasonable measures to protect the environment (both inside and outside the Construction Site) and to limit damage and inconvenience to persons and property as a result of pollution, noise, and other results of its operations.

1.2 Reports

The Contractor shall incorporate as part of the progress reports of the works the environmental, social, hygiene, health and occupational safety indicators established in the Numeral 4.

1.3 Management Tools

The Contractor may not initiate the Works, including mobilization and/or pre-construction activities (such as cleaning of material hauling roads, access to work sites, conducting geological investigations or research to choose sites ancillary to the works, such as quarries or material lending areas) unless the Works Manager expresses satisfaction with the adoption of measures to reduce risks and impacts on environmental, social, hygiene, health, and safety at work. For the start of these preliminary activities, as a minimum, the Contractor must be applying the Environmental and Social Management System that would have been developed for such purposes (ESMS), Social and Environmental Management Plan (CONTRACTOR's ESMP) and the Environmental, Social, Occupational Health and Safety Standards of Conduct, which were presented in the bid and/or contained in the **Technical Specifications**. The Contractor's ESMP must be approved prior to the commencement of construction activities (such as excavations, cutting and filling, bridges and structures, road and waterway diversions, material extraction, concrete, and asphalt production). The approved Contractor's ESMP should be reviewed by the Contractor periodically (at least every six months) and updated in a timely manner when necessary to ensure that the Contractor's ESMP contains appropriate provisions for the activities of the Works being executed. The contractor's ESMP update must be previously approved by the Works Manager.

1.4 Pollution Prevention

The Contractor shall ensure that surface emissions and discharges and effluents from its activities do not exceed the values stipulated in the **Technical Specifications** or established in the applicable laws.

1. Work and working conditions.

2.1 Labor Laws

The Contractor shall comply with all relevant Labor Laws applicable to the Contractor's Personnel, including the Employment, Hygiene, Health, Safety, Social Welfare, Immigration and Emigration Acts, and shall allow them to enjoy all their legal rights.

The Contractor shall require its employees to obey applicable laws, including those relating to workplace safety.

2.2 Recruitment and labor

Unless otherwise provided in the **Technical Specifications**, the Contractor shall be responsible for recruiting all personnel and labor, of national or other origin, as well as their remuneration, and where appropriate food, transport, and accommodation.

The Contractor shall be encouraged to hire, to the extent possible and reasonable, staff and manpower with appropriate qualifications and experience residing within the Country.

2.3 Prohibition of forced or compulsory labor

The Contractor shall not employ "forced labor", understood as any work or service, performed involuntarily, required of a person under threat of force or punishment, and includes any type of involuntary or compulsory labor, such as work under contract of enforcement, debt bondage or other similar employment contracts. The Contractor shall not employ trafficked persons.

2.4 Prohibition of child labor

The Contractor shall not employ children in any form of work that constitutes economic exploitation, that is likely to be dangerous or that interferes with the child's education, or is harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor shall identify the presence of all persons under the age of 18. In countries where the relevant labor laws include provisions relating to the employment of minors, the Contractor shall follow those laws as they apply to its activities. Children under the age of 18 should not be hired to perform hazardous work. For all work carried out by persons under 18 years of age, the Contractor shall carry out an appropriate risk assessment and periodic checks on health, working conditions and working hours for the contracted personnel.

2.5 Workers’ labor records

The Contractor shall maintain a complete and accurate record of the employment of workers at the Construction Site. The register shall include the name, age, sex, hours worked and salary of each worker. The record will be summarized once a month and sent to the Works Manager and will be included in the detailed reports to be submitted by the Contractor.

2.6 Workers’ Organizations

In countries where the relevant labor laws recognize the right of workers to establish and join without interference organizations of their choice, and the right to collective negotiations, the Contractor shall comply with such laws. In cases where the relevant labor laws substantially restrict workers' organizations, the Contractor shall establish alternative means for its staff to express their complaints and defend their rights in relation to working conditions and terms of employment. In any of the above-mentioned cases, and in cases where the relevant labor laws do not rule on the matter, the Contractor shall not prevent its staff from establishing or joining workers' organizations of their choice or from engaging in collective negotiations and shall not discriminate against or retaliate against participating personnel, or seek to participate, in such collective organizations and negotiations. The Contractor shall interact with the representatives of such workers. Labor organizations are expected to fairly represent the workers who make up the workforce.

2.7 Non-discrimination and equal opportunities

The Contractor shall not make employment decisions based on personal characteristics unrelated to work requirements. The Contractor shall base the employment relationship on the principle of equal opportunities and equal treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, remuneration (including wages and benefits), working conditions and terms of employment, access to training, promotion, dismissal or retirement and discipline. In countries where the relevant labor laws contain provisions against discrimination in employment, the Contractor shall comply with those laws. Where the relevant labor laws do not include provisions against discrimination in the workplace, the Contractor shall comply with the requirements set out in this clause. The adoption of special protection measures or assistance to remedy previous discrimination or the selection for a position based on the requirements inherent in the position shall not be considered discrimination. The Contractor shall take measures to prevent and address harassment, intimidation, or exploitation, especially with regard to women.

2.8 Foreign Personnel

To the extent permitted by applicable law, the Contractor may bring to the Country such foreign personnel as may be necessary for the execution of the Works. The Contractor shall ensure that such persons obtain the necessary residence visas and work permits. If the Contractor so requests, the Contracting Party shall make every effort to assist you promptly and in a timely manner in obtaining such local, state, national or governmental permits as may be necessary to bring such personnel to the Country. The Contractor shall be responsible for the return of such staff members to their place of employment or to their home. In the event that any such employee or any of their family members dies in the Country, the Contractor shall also be responsible for deciding for their return or burial.

2.9 Wage level and working conditions.

The Contractor shall pay wage levels and adopt working conditions which are not lower than those established for the profession or industry where the work is carried out. In the absence of applicable wage levels and working conditions, the Contractor shall pay wage levels and adhere to conditions not lower than the general level of remuneration and conditions observed locally by Contractors whose business or industry is similar to those of the Contractor.

The Contractor shall inform its Staff of its obligation to pay income taxes in the Country in respect of its wages, salaries, allowances, and any other taxable benefits under the laws of the Country then in force, and the Contractor shall perform its obligations by law in relation to the respective deductions.

2.10 Facilities for staff and labor

Except as otherwise indicated in the **Technical Specifications**, the Contractor shall provide and maintain all accommodation and welfare facilities necessary for its personnel. The Contractor shall also provide facilities for the Contractor's Personnel as indicated in the **Technical Specifications**. The Contractor shall not permit any member of its Staff to reside temporarily or permanently within the structures that make up the Permanent Works.

2.11 Health and Safety

The Contractor shall, at all times, take all reasonable precautions to preserve the health and safety of the Contractor's Personnel. In collaboration with the local health authorities, the Contractor shall ensure that the Construction Site and any accommodation for the Contractor's Staff and the Contracting Party's Staff are always provided with medical personnel, first aid facilities, and that appropriate measures are taken to meet all welfare and hygiene requirements, as well as to prevent the spread of communicable diseases.

The Contractor shall appoint an accident prevention officer at the Construction Site, who shall be responsible for ensuring safety and protection against accidents. That person shall be qualified to assume such responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. During the execution of the Works, the Contractor shall provide such person as necessary to exercise that responsibility and authority.

The Contractor shall send the Works Manager, as soon as possible, detailed information on any accident that occurs. The Contractor shall maintain a record and make reports on the health, safety, and well-being of persons, as well as on property damage, as reasonably requested by the Works Manager.

The Contractor shall, at all times, take all necessary precautions to protect its Personnel at the Construction Site from pests and insects, and to reduce the consequent dangers to the health of the Staff. The Contractor shall comply with all regulations of the local health authorities, including the use of appropriate insecticides.

2.12 Food and Water Supply

The Contractor shall ensure that the Contractor's Staff is provided with a sufficient quantity of adequate food at reasonable prices for the purposes of or in connection with the Contract.

Considering local conditions, the Contractor shall supply at the Construction Site an adequate quantity of drinking water for the consumption of the Contractor's Staff.

1. Community Health and Safety

3.1 General

The Contractor will assess the risks and impacts to the health and safety of the Communities throughout the project cycle and establish commensurate prevention and control measures as part of its Environmental and Social Management Plan.

3.2 Hazardous materials substances, residues, or wastes

The Contractor shall avoid or minimize the chances of the community being exposed to hazardous materials, substances, residues, or wastes that the project may generate. The Contractor shall make commercially reasonable efforts to control the safety of deliveries of hazardous materials, as well as the transport and disposal of hazardous wastes, and shall implement measures to prevent or control community exposure to pesticides.

3.3 Safety procedures

The Contractor shall comply with all applicable safety regulations; ensure the safety of all persons authorized to be at the Site of the Works; make reasonable representations to keep the Site of the Works and the Works themselves free from unnecessary obstructions in order to avoid dangerous situations for such persons and to provide fencing, lighting, protection and surveillance for the Works until they are completed and delivered as part of the reception process; and provide such Temporary Works (including roads, trails, protections and fences) that may be necessary as a result of the execution of the Works, for the use and protection of the public and the owners and occupants of the adjacent land.

3.4 Security Personnel

In the event that the Contractor directly engages employees or contractors to provide security to protect its personnel and property, it shall assess the risks that security arrangements may pose to those on or off the project site. In making such arrangements, the Contractor shall be guided by the principles of proportionality and international best practices with regard to the recruitment, standards of conduct, training, equipment, and supervision of such personnel, as well as applicable law. The Contractor shall conduct reasonable investigations to ensure that security officers have not been implicated in past abuses, adequately train them in the use of force (and, where appropriate, firearms), in appropriate conduct towards workers and communities, and require them to act in accordance with applicable law. The Contractor shall not condone any use of force except for preventive and defensive purposes commensurate with the nature and extent of the threat. The Contractor should provide a grievance mechanism to enable communities to express their concerns regarding security arrangements and actions of security personnel.

The Contractor shall consider and, where appropriate, investigate any allegations of illegal or abusive acts by security personnel, take measures (or urge the relevant parties to take such measures) to prevent such acts from occurring and report such acts to the public authorities.

3.5 Health

The Contractor shall endeavor to prevent or minimize the transmission of contagious diseases that may be associated with the temporary or permanent migration of the project workforce.

**HIV/AIDS prevention.**

The Contractor shall conduct an HIV/AIDS awareness program through an approved service provider and shall take all other measures specified in the Contract to reduce the risk of HIV transmission among the Contractor's staff and the local community, promote timely diagnosis and aid affected persons.

During the term of the Contract, the Contractor (i) conduct communication, information and education campaigns, at least every two months, targeting all construction site personnel and labor (including all contractor employees, subcontractors and all contractor and contractor personnel, as well as transport personnel and workers making deliveries to the construction site) and adjacent local communities on the risks, danger, impact and appropriate measures to prevent sexually transmitted diseases, or sexually transmitted infections in general and HIV/AIDS in particular; (ii) provide male or female condoms to all staff and labor at the Construction Site as appropriate; and (iii) provide screening, diagnosis, counselling and referral services to a unique national program on sexually transmitted infections and HIV/AIDS (unless otherwise agreed) to all staff and labor at the Construction Site.

The Contractor shall include in the program to be submitted for the implementation of the Works a palliative program for the staff and labor of the Construction Site and their families on sexually transmitted infections and diseases, including HIV/AIDS. Such program shall indicate the date, manner and cost assigned by the Contractor to comply with this requirement.

1. Indicators for environmental, social, hygiene, health, and occupational safety progress reports.

Indicators for periodic reports:

1. Environmental incidents or breaches of contract requirements, including pollution or damage to water or land supply.
2. Occupational safety and health incidents, accidents, injuries requiring treatment and deaths.
3. Interactions with regulators: identify agency, dates, subjects, results (negative report if not).
4. Status of all permits and agreements:
5. Work permits: number required, number received, measures taken for persons who did not receive a permit.
6. Status of permits and consents:

* List of areas/facilities with required permits (quarries, asphalt, and associated facilities), application dates, shipping dates (follow-up actions if they have not been issued), dates submitted to the resident Works Manager (or equivalent), site status (pending permits, working, abandoned without recovery, decommissioning plan implemented, etc.).
* List the areas they have with agreements with owners (loan and waste zones, camps), dates of the agreements, dates presented to the resident Works Manager (or equivalent).
* Identify the main activities undertaken in each area each month and the highlights of environmental and social protection (land clearing, boundary demarcation, plant floor recovery, traffic management, decommissioning planning, decommissioning implementation).
* For quarries: relocation status and compensation (completed, or details of monthly activities and current status).

1. Health and safety monitoring:

Safety Officer: number of days worked, number of inspections completed and partial inspections, reports for construction/project management.

Number of workers, hours of work, indicators of PPE use – Personal protective equipment (percentage of workers with full personal protective equipment, partial, etc.), observed worker violations (by type of violation, PPE or otherwise), warnings given, repeat warnings and follow-up measures taken (if any).

1. Workers’ accommodation
2. Number of expatriates housed in accommodation, number of local workers.
3. The date of the last inspection and the highlights of the inspection, including the status of compliance of the facilities with national and local laws and good practices, including sanitation, size of spaces, etc.
4. Measures taken to recommend/demand better conditions or to improve accommodation conditions.
5. HIV/AIDS: provider of health services, information and/or training, location of the clinic, number of treatments and diagnoses of non-safety diseases (no names provided).
6. Gender (for expatriates and premises separately): number of female workers, percentage of workers, gender issues raised and addressed (cross-gender complaints or other classifications as needed).
7. Training:
8. Number of new workers, number of people receiving induction training, dates of induction training.
9. Number and dates of discussions on education materials, number of workers receiving training in hygiene, occupational health, and safety (OHS), environmental and social training.
10. Number and dates of HIV/AIDS awareness training, number of workers receiving training (this month and last month); the same questions for gender sensitization, or banderillero(a)s training.
11. Environmental and Social Supervision:
12. Biologists: workdays, areas inspected and number of inspections of each (stretch of road, labor camp, accommodation, quarries, loan areas, waste areas, swamps, forest threshing flooring, etc.), highlight of activities or findings (including violations of best environmental practices or social best practices, measures taken), reports to environmental and /or social specialists/construction/site management.
13. Sociologists: days worked, number of partial and completed inspections (by area: stretch of road, labor camp, accommodation, quarries, loan areas, waste areas, clinic, HIV/AIDS center, community centers, etc.). Including violations of observed environmental and/or social requirements, measures taken), reports to environmental and/or social specialists/construction/site management; and
14. Community Relations Officer: days worked (hours of the open community center), number of people served, highlights of activities (issues raised, etc.), reports to environmental and / or social specialists/construction/administration of the site.
15. Claims: list of grievances that occurred in the reported period and unresolved by date of receipt, whistleblower, how it was received, to whom it was referred for action, resolution, and date (if completed), date of resolution reported to the claimant, any follow-up action required:

Labor (internal) complaints.

Community complaints

1. Traffic and vehicles/equipment:
2. Traffic accidents involving vehicles and project equipment: provide date, location, damage, cause, follow-up.
3. Accidents involving vehicles or property outside the project (also reported under immediate indicators): provide date, location, damage, cause, follow-up.
4. General condition of vehicles/equipment (subjective judgment on the part of the ecologist); non-routine repairs and maintenance necessary to improve safety and/or environmental performance (to control smoke, etc.).
5. Mitigation and environmental problems (which has been done):
6. Dust: number of watering tank trucks working, number of watering/day, number of complaints, warnings given by environmentalists, actions taken to resolve; quarry dust control highlights (covers, sprayers, operational status); % of trucks transporting rock /decayed rock/waste with covers, actions taken for discovered vehicles.
7. Erosion control: controls implemented by location, status of water crossings, environmental inspections and their results, actions taken to resolve problems, emergency repairs necessary to control erosion/sedimentation.
8. Loan areas, waste areas, asphalt plants, concrete plants: identify the main activities undertaken this month in each, and the highlights of environmental and social protection: clearing, boundary demarcation, plant floor recovery, traffic management, decommissioning planning.
9. Blasting: number of explosions (and locations), status of implementation of the blasting plan (including warnings, evacuations, etc.), incidents of damage or off-site complaints (cross-reference to other sections as needed).
10. Spills, if any: material spillage, location, quantity, actions taken, material disposal (report all spills resulting in water or soil contamination.
11. Waste management: types and quantities generated and managed, including the amount extracted from the site (and by whom) or reused/recycled/disposed of on site.
12. Details on tree plantations and other required mitigations undertaken this month.
13. Details of mitigation measures for the protection of required water and swamps undertaken this month.
14. Compliance:
15. Status of compliance with the terms of all consents/permits relevant to the Works, including quarries, etc.: declaration of compliance or list of issues and measures taken (or to be taken) to achieve compliance.
16. Compliance with the requirements of the Environmental and Social Management System and Environmental and Social Management Plan: declaration of compliance or enumeration of issues and measures adopted (or to be adopted) to achieve compliance.
17. Other unresolved issues from previous months related to environmental and social aspects: ongoing violations, continuous equipment failures, continuous lack of vehicle covers, untreated spills, ongoing compensation problems or blasting problems, etc.

# Appendix 3: Guarantee Forms

This Appendix to the Terms of Contract contains forms which, once completed, will form part of the Contract. These must be completed only by the selected Contractor, when required after the award of the Contract.

*The forms included in this Appendix are indicative for the issuance of guarantees. The Borrower/Beneficiary may include in this Appendix forms of other means intended to provide collateral such as another type of easily executing financial instrument, issued by financial institutions or insurers acceptable to the Borrower/Beneficiary and to the Bank and in accordance with local law as long as the conditions of these forms are maintained.*

*For the forms indicated by the Borrower/Beneficiary, it is important to consider Article 3 of the Uniform Rules of the International Chamber of Commerce (ICC) relating to guarantees on first demand, which provides:*

*"All instructions for the issuance of Guarantees and their amendments and the Guarantees and Amendments themselves must be clear and precise, without excessive detail. Thus, all guarantees must specify:*

1. *the Contractor.*
2. *the Beneficiary.*
3. *the Guarantor.*
4. *the basic transaction caused by the issuance of the Guarantee.*
5. *the maximum amount payable and the currency of payment.*
6. *the expiry date and/or the event that entails the expiration of the Guarantee.*
7. *the terms of the request for payment.*
8. *any provision to reduce the amount of the guarantee"*

**Contract Performance Guarantee (Bond)**

**At first request**

***(The selected Bidder shall provide this guarantee in accordance with the instructions in brackets, if the Contracting Party requests this type of guarantee)***

No. Contract Performance Bond: *(Indicate the identification number of the Bond)*

By this Bond (*indicate the name and address of the Contractor)* as principal (hereinafter "the Principal Obligor") and *(indicate the name, legal title and address of the guarantor, guarantor or insurance company)* as Guarantor (hereinafter "the Guarantor") are obligated and firmly commit to *(indicate the name and address of the Contracting Party)* as Contracting Party (hereinafter "the Contracting Party") in the amount of *(indicate the amount of bond)* *(indicate the amount of the bond in words)[[5]](#footnote-5),* to which payment in legal form, in the types and proportions of currencies in which the Contract Price must be paid, we, the Principal Obligor and the Guarantor mentioned above commit and bind collectively and jointly and severally to our heirs, executors, administrators, successors and assigns to these terms through the present.

Whereas the Principal Obligor has entered into with the Contracting Party a Contract dated[[6]](#footnote-6) *(indicate the number)* days of *(indicate the month)* of *(indicate the year)* to *(indicate the name of the Contract)* in accordance with the documents, plans, specifications, and modifications thereto which, to the extent provided herein, constitute by reference an integral part thereof and are referred to as, hereinafter, the Contract.

Therefore, the Condition of this Obligation is such that if the Principal Obligor promptly and faithfully complies with said Contract (including any modification thereof), said obligation will be nullified and, otherwise, will have full force and effect. At any time that the Principal Obligor is in violation of the Contract, and that the Contracting Party so declares, fulfilling on his part with the obligations at his expense, and after sending a first request in writing, without the Contracting Party having to support his request, the Guarantor must proceed immediately to pay the Contracting Party the amount required by the latter to carry out the Contract in accordance with the conditions of the same, up to a total not exceeding the amount of this bond.

The Guarantor hereby agrees that its obligation is irrevocable and shall remain in full force and effect for up to one year from the date of issue of the certificate of completion of the works. The Guarantor shall not be liable for a sum greater than the specific penalty that constitutes this bond.

No person or company of the Contracting Party referred to herein or his heirs, executors, administrators, successors, and assignees shall have or exercise any right under this bond.

In witness whereof, the Principal Obligor has signed and stamped its seal on this document, and the Guarantor has stamped its institutional seal on this document, duly attested by the signature of its legal representative, within *(indicate the number)* days of *(indicate the month)* of *(indicate the year).*

Signed by *(indicate the signature(s) of the authorized representative(s))*

On behalf of *(Name of the Contractor)* as *(indicate title)*

In the presence of *(indicate the name and signature of the witness)*

Date (*enter date)*

Signed by (*indicate the signature(s) of the Authorized Representative(s) of the Guarantor)*

On behalf of *(name of the Guarantor)* as *(indicate the title)*

In the presence of *(indicate the name and signature of the witness)*

Date (*enter date)*

**Contract Performance Guarantee Form**

*(*Bank Guarantee- At first request)

*(The selected Bidder must provide this guarantee in accordance with the instructions indicated in brackets if the Contracting Party requests this type of guarantee).*

*(Letterhead or Swift Identification Code of the Guarantor)*

*(Indicate the Name of the Bank, and the address of the branch or office issuing the guarantee)*

**Beneficiary:** *(indicate name and address of the Contracting Party)*

**Procurement No**.: (indicate the reference number of the Invitation to Bidding)

**Date:** (*indicate the date of issue*)

**PERFORMANCE GUARANTEE No**.: (indicate the reference number of the Guarantee)

We have been informed that *(indicate the full name of the Contractor which in the case of a JV, will be that of the JV legally constituted or to be constituted) or the names of its members hereinafter "the Contractor")* has received the Letter of Acceptance date (indicate the date) with your entity for the performance of (*indicate the name of the Contract and a brief description of the Works)* hereinafter "the Contract").

Likewise, we understand that, in accordance with the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we *(indicate the name of the Bank),* as Guarantor hereby irrevocably undertake to pay to your entity a sum or sums not exceeding a total amount of (indicate the figure in numbers), (indicate the figure in words)[[7]](#footnote-7); which will be paid by us in the types and proportions of currencies in which the Contract is to be paid, upon receipt at our offices of your first written request, accompanied by a written communication stating that the Contractor is in violation of its obligations under the terms of the Contract , without its entity having to support its claim or the sum claimed in that regard."

This Guarantee will expire no later than thirty days from the date of the issuance of the certificate of completion of the works, calculated on the basis of a copy of said Certificate that will be provided to us, or on the *(indicate the day)* day of the *(indicate the month)* month of the *(indicate the year)[[8]](#footnote-8)*, whichever comes first. Accordingly, any request for payment under this Guarantee must be received at this institution on or before this date.

The Guarantor agrees to a single extension of this Guarantee for a period not exceeding (six months) / (one year), in response to a written request from the Contracting Party for such extension, which shall be submitted to the Guarantor before the expiry of the Guarantee.

This Guarantee is subject to the ICC Uniform Rules for Demand Guarantees, CCI Publication No. 758. (ICC), except that subparagraph (ii) of sub-article 20 (a) is here excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature(s) of the bank's authorized representative(s))

**Advance Payment Bond Form**

**At first Request**

***(The selected Bidder must provide this guarantee in accordance with the instructions indicated in brackets, if the Contracting Party requests this type of guarantee)***

**Beneficiary:** *(indicate the name and address of the Contracting Party)*

**Date**: *(enter the date of issue)*

**ADVANCE PAYMENT BOND No**: *(enter the reference number of the security)*

**Guarantor:** *(indicate the name and address of the place of issue, unless it appears on the letterhead)*

Security granted before *(indicate name of the Contracting Party)* "The Contracting Party" to guarantee by the Contractor: *(name of the Contractor)* the due and correct application or refund of the total or partial amount, if any, of the advance granted up to the amount of *(indicate the amount of the advance in number and letter, in the different currencies in which it is granted)* which is equivalent to *(indicate percentage)* of the amount agreed by means of a construction contract at unit prices from which this guarantee derives

This percentage will be applied precisely in the terms described in Clause 49.2 of the contract number *(indicate reference number of the Contract)* called *(indicate name of the contract)* of date *(indicate date of conclusion of the Contract)* relating to: *(insert the object of the contract as specified in the contract itself)* with a total amount for the amount of *(indicate price of the Contract in number and letter expressed in the different currencies of the bid)*.

**The Guarantor states**

1. The bond is granted in accordance with and in accordance with all the stipulations contained in the contract, to guarantee the due investment of the total amount of the advance that *(name of the Contracting Party)* grants to *(name of the Contractor)* and undertakes to pay up to the amount that amounts this deposit in case its trust does not comply with the obligations that are secured, or the contract is terminated.
2. The bond is issued irrevocably and will be payable in favor of "The Contracting Party" upon receipt of the first written request of the Contracting Party, without "The Contracting Party" having to support his request.
3. In the case of granting extensions or waits to the Contractor derived from the formalization of agreements of extension to the amount, the modification of the policy must be obtained and in the case of extension of the term of the contract, its validity will be automatically extended in accordance with any extension or wait, even if they have been requested and authorized extemporaneously.
4. When, at the time of the settlement, balances are borne by the Contractor and the contractor makes the full payment unconditionally, the Contracting Party must release the respective security provided that it is appropriate in the terms stipulated herein.
5. In order to cancel the security, the express written authorization of *(insert name of the Contracting Party)* will be an essential requirement, which will produce it when the amount of the advance has been amortized or returned in full.
6. This bond shall be in effect during the conduct of all legal remedies or lawsuits that are filed and until a final decision is issued by the arbitrator or competent authority.
7. Any proceedings under this bond shall commence within one year from the date of issue of the certificate of completion of the works.
8. No person or company of the Contracting Party referred to herein or his heirs, executors, administrators, successors, and assigns shall have or exercise any right under this bond.

In witness whereof, the Contractor has signed and stamped its seal on this document, and the Guarantor has stamped its institutional seal on this document, duly attested by the signature of its legal representative, within *(indicate the number)* days of (*indicate the month)* of *(indicate the year).*

Signed by *(indicate the signature(s) of the authorized representative(s))*

On behalf of *(Name of Contractor)* as *(indicate title)*

In the presence of *(indicate the name and signature of the witness)*

Date (*enter date)*

Signed by (*indicate the signature(s) of the Authorized Representative(s) of the Guarantor)* On behalf of *(name of the Guarantor)* as *(indicate the title)*

In the presence of *(indicate the name and signature of the witness)*

Date (*enter date*)

**Advance Payment Bank Guarantee**

Guarantee at first request.

*(****The bank / Selected Bidder*** *who presents this guarantee will complete this form in accordance with the instructions indicated in brackets if an advance payment will be made under the contract)*

*Guarantor's SWIFT letterhead or Identification Code)*

*(Indicate the Name of the Bank, and the address of the branch or office issuing the guarantee)*

**Beneficiary:** *(indicate name and address of the Contracting Party)*

**Procurement No**.: *(indicate reference number of the Invitation for Bidding or the selection process)*

**Date:** *(indicate the date of issue)*

**Guarantor:** *(indicate the name and address of the place of issue, unless indicated on the letterhead)*

ADVANCE GUARANTEE No.: *(indicate the reference number of the Guarantee)*

We have been informed that *(please indicate the full name of the Contractor)* (hereinafter "The Contractor"), (in the case of a JV will be the name of this association if it is legally constituted or to be constituted, or the names of its members) has entered with you into Contract No. (*indicate the reference number of the contract)* called *(indicate the name of the contract, if any*) date *(indicate date)*, for the execution of *(indicate the name of the contract and a brief description of the works)* (hereinafter "the Contract").

Likewise, we understand that, in accordance with the conditions of the Contract, the Contractor will be given an advance against a guarantee for payment of advance for the sum or sums indicated below.

At the Contractor's request, we (*indicate the name of the Bank*) hereby irrevocably undertake to pay you a sum or sums, not exceeding in total *(indicate the sum(s) in figures and in words)[[9]](#footnote-9)* against receipt of your first written request, declaring that the Contractor is in breach of its obligations under the Contract , because (i) the Contractor has used the advance payment for purposes other than those stipulated for the execution of the Works; or (ii) has not reimbursed the advance under the terms of the Contract.

As a condition of filing any claim and making this guarantee effective, the aforementioned payment mentioned above must have been received by the Contractor in its account number *(indicate number)* in the (*indicate the name and address of the bank).*

The maximum amount of this guarantee will be progressively reduced as the amount of the advance is reimbursed by the Contractor as indicated on copies of periodic payment statements or payment certificates submitted to us. This guarantee will expire, at the latest, upon receipt in our institution of a copy of the Interim Payment Certificate indicating that one hundred (100) percent of the Contract Price has been certified for payment, or on the *(indicate number)* day of *(indicate the month)* of *(indicate the year),* whichever comes first. Therefore, any demand for payment under this warranty must be received at this office on or before this date.

We agree to a single extension of this guarantee for a period not exceeding (six months or one year), in response to a written request from the Contractor for such extension, which will be submitted to us prior to the expiration of the guarantee. This guarantee is subject to the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature(s) of the bank's authorized representative)

# Letter of Acceptance

Letterhead of the Contractor

.

(Date)

For: ........ (Name and address of the Contractor)

Subject: ........ (Notification of Award of Contract No.) . . . . . . . . ..

We hereby notify you that your bid of date *(date of receipt of bids)* for the execution of *(name and identification number of the process, in accordance with the content of numeral 1.1 of the BD)* for the accepted amount of (*amount in figures and in words and currency*), with the rectifications and modifications that have been made in accordance with the Instructions to Bidders, has been accepted by our representative.

We request you to submit:

1. Contract Performance Guarantee within the next 28 days after receipt of this Letter of Acceptance in accordance with the conditions of the contract using the Form of Performance Guarantee of the Contract.
2. Documentation according to the numeral l 43.1 of the BD.

Authorized signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and title of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contracting Party Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attached: Model contract**

Notification of Intention to Award

***(This Notice of Intent to Award will be sent to each Bidder who has submitted a Bid)***

At the attention of the Bidder's Representative

Name: *(insert name of the Representative of the bidder)*

Address: *(indicate the address of the Authorized Representative)*

Phone Numbers: *(insert the Phone/Fax Numbers of the Authorized Representative)*

E-mail address: (*insert e-mail address of the Authorized Representative)*

*(IMPORTANT: Insert the date on which this Notice is transmitted to the bidders. The Notice must be sent to all bidders simultaneously. This means on the same date and as close as possible at the same time.)*

**DATE OF TRANSMISSION**: This notification is sent by: (*email)* on *(date)* *(local time)*

**Notification of Intention to Award**

**Contracting Party:** *(insert Contracting Party's name)*

**Project:** *(insert project name)*

**Contract title:** (*indicate the name of the contract)*

**Country:** *(insert the country where the procurement is made)*

**Loan number / credit number / donation number:** *(indicate the reference number of the loan/credit/grant)*

**Procurement No:** *(insert procurement reference number)*

**The result of the process is:**

1. **Successful bidder**

|  |  |
| --- | --- |
| **Name** | (*Indicate the name of the selected bidder)* |
| **Address:** | (*Indicate the address of the selected bidder*) |
| **Contract Price:** | (*Indicate the Price of the selected bid*) |

1. **Other bidders**

|  |  |  |
| --- | --- | --- |
| **Name of the bidder** | **Bid Price** | **Evaluated price**  **(If applicable)** |
| *(Indicate the name)* | *(Include the bid price)* | *(Include the evaluated price)* |
| *(Indicate the name)* | *(Include the bid price)* | *(Include the evaluated price)* |
| *(Indicate the name)* | *(Include the bid price)* | *(Include the evaluated price)* |
| *(Indicate the name)* | *(Include the bid price)* | *(Include the evaluated price)* |
| *(Indicate the name)* | *(Include the bid price)* | *(Include the evaluated price)* |

**3. Reason why the bid was unsuccessful.**

|  |
| --- |
| *Indicate the reason why this bidder's bid was unsuccessful.* |

**4. Deadline for submitting protests or complaints**

With this Notification of Intention to Award, you are notified of our decision to award the above-mentioned contract, with this transmission begins the period during which you can submit protests to the notified result, in accordance with the provisions of sub-clause 37.2 of the BD.

If you have any questions about this Notice, please do not hesitate to contact us.

On behalf of the Contracting Party:

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

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

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

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

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

1. *Replace the address for the submission of bids, if different from the one in which information is provided and the bidding document is published.* [↑](#footnote-ref-1)
2. *The amount of the Bond must be expressed in the currency indicated in the BD.* [↑](#footnote-ref-2)
3. In the event that the Bid is submitted by a JV, specify the name of the JV acting as Bidder. [↑](#footnote-ref-3)
4. The person signing the Bid shall attach to it the Power of Attorney granted to him/her by the Bidder.

   (Note: In the case of a JV, the Bid Maintenance Declaration must be on behalf of all JV members submitting the Bid.) [↑](#footnote-ref-4)
5. The Guarantor must indicate the amount equivalent to the percentage of the Contract price specified in the PCC, expressed in the currency(s) of the Contract. [↑](#footnote-ref-5)
6. Date of the letter of acceptance or contract. [↑](#footnote-ref-6)
7. It represents the percentage of the Contract Price stipulated in the Contract and denominated in the currency(s) of the Contract. [↑](#footnote-ref-7)
8. Please indicate the applicable date thirty days after the Expected Termination Date. [↑](#footnote-ref-8)
9. The Guarantor shall indicate a sum representative of the sum of the Advance Payment and denominated in any of the currencies of the Advance Payment as stipulated in the Contract. [↑](#footnote-ref-9)