

June 28, 2019.

RFB Amendment Nr. 3

Country: *Sint Maarten*

Name of Project: *Emergency Recovery Project I*

Contract Title: *Single Family Homes Repairs #2 – Lot 1, Lot 2 and Lot 3.*

Loan No. /Credit No. / Grant No.: *TF0A8079*

RFB No: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2*

In connection with the above RFB, the following is communicated to Bidders:

Further to the “Notification of upcoming RFB amendment”, the “Contract Title” is changed as follows: “*Single Family Homes Repairs #2 – Lot 1 and Lot 2*” and the RFB Sections identified below are amended as indicated in the rest of this document:

- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section VII - Works’ Requirements
- Section IX - Particular Conditions of Contract
- Section X - Contract Forms

The amended BOQ also reflects what was anticipated in the “Responses to Requests for Clarifications Nr. 2”. This notwithstanding, the BOQ amendment related to the addition of “Peel and Seal” has not been included yet.

National Recovery Program Bureau (NRPB)

Attn: Procurement Office

W.J.A. Nisbeth Road 57

Philipsburg, Sint Maarten

procurement@nrpb.sxm.org

<https://www.nrpb.sxm.org>

Section II - Bid Data Sheet (BDS)

ITB 1.1 and ITB 11.1 are replaced in their entirety by the new clauses below. ITB 16.1 below is added.

ITB 1.1	<p>The number of the Invitation for Bids is: <i>AN-IRC-NRPB-76496-CW-RFB / Repairs 2</i></p> <p>The Employer is: <i>National Recovery Program Bureau (NRPB)</i></p> <p>The name of the RFB is: <i>Single Family Homes Repairs #2 – Lot 1 and Lot 2.</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: <i>2 (two) – Lot 1 and Lot 2.</i></p>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the Bid:</p> <ul style="list-style-type: none"> - A priced Bill of Quantities, for one (1) lot and/or two (2) lots, at the Bidder’s choice. It should be noted that lots are not identified at this time; a discussion on how houses will be assigned to the various lots is included in the Specifications. - In these bidding documents, “one (1) lot” refers to either Lot 1 or Lot 2, separately and indistinctly, and “two (2) lots” refers to both Lot 1 and Lot 2 jointly and in aggregate.
ITB 16.1	<p>Bidders shall indicate in their technical proposals whether or not it is any difference in approach between the cases of “one (1) lot” and “two (2) lots”. Should it be any difference, it shall be described in detail.</p>

Section III - Evaluation and Qualification Criteria

2.2 is replaced in its entirety by the language below and “1. Qualification” is modified as indicated in the pages that follow:

2.2 Multiple Contracts

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

(a) Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

Bidders have the option to Bid for one (1) lot and/or two (2) lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

One contract per Bidder will be signed; which could include one (1) lot or two (2) lots, depending upon the results of the evaluation process described above.

(b) Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot and for multiple lots. A Bidder may be found qualified for one (1) lot only or all two (2) lots.

1. Qualification

Criteria 3.1 (i), 3.2, 4.2 (a) and 4.2 (b) are entirely replaced by the language below:

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated below for the subject contract(s) net of the Bidder's other commitments. The construction cash flow requirements are estimated at: (a) One (1) lot: USD \$300,000.- and (b) Two (2) lots: USD \$600,000.-	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover indicated below, calculated as	Must meet requirement	Must meet requirement	Must meet 20 %, <i>twenty %</i> of the requirement	Must meet 40 %, <i>forty</i> of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 years. The minimum average annual construction turnover is: (a) One (1) lot: USD \$3,800,000.- and (b) Two (2) lots: USD \$7,600,000.-					
4. Experience							
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of 1 similar contracts specified below that have been satisfactorily and substantially ¹ completed as a prime contractor, joint venture member ² , management contractor or sub-	Must meet requirement	Must meet requirement ³	N/A	N/A	Form EXP 4.2(a)

¹ Substantial completion shall be based on 80% or more works completed under the contract.

² For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement.

³ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<p>contractor² between 1st January 2014 and bid submission deadline:</p> <p>One (1) lot: (i) 1 contract, of minimum value \$2,400,000; Or (ii) Less than or equal to 4 contracts, each of minimum value \$600,000, but with total value of all contracts equal or more than \$2,400,000.</p> <p>Two (2) lots: (i) 1 contract, of minimum value \$4,800,000; Or (ii) Less than or equal to 4 contracts, each of minimum value \$1,200,000, but with total value of all contracts equal or more than \$4,800,000.</p> <p>The similarity of the contracts shall be based on the following: <i>Construction, refurbishment or renovation of single family homes. For the purposes of this RFB, Single Family Homes</i></p>					

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<i>are those houses having roofs made of Corrugated Galvulum Zinc, Aluzinc Sheet Roof or similar. This notwithstanding, the requirement may also be met with the required number and amount of contracts for the construction, refurbishment or renovation of buildings designed to host persons (i.e., hospitals, offices, schools, hotels, etc.), regardless of the type of roof, and/or contracts for the construction, refurbishment or renovation of any kind of building with roofs made of Corrugated Galvulum Zinc, Aluzinc Sheet Roof or similar.</i>					
4.2 (b)		For the above and any other contracts substantially completed and under implementation as prime contractor, joint venture member, or	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<p>sub-contractor between 1st January 2014 and Application submission deadline, the minimum construction experience in the following key activities successfully completed⁴:</p> <p><i>Construction, refurbishment or renovation of the minimum number of single family homes identified below in any 12 month period in the above specified period: (a) One (1) lot: 40 homes and (b) Two (2) lots: 80 homes. For the purposes of this RFB, Single Family Homes are those houses having roofs made of Corrugated Galvulum Zinc, Aluzinc Sheet Roof or similar. This notwithstanding, for the purpose of meeting the requirement, one</i></p>					

⁴ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<i>(1) "house" will be considered equivalent to 80 m2 of buildings designed to host persons (i.e., hospitals, offices, schools, hotels, etc.), regardless of the type of roof, plus 80 m2 of roofs made of Corrugated Galvulum Zinc, Aluzinc Sheet Roof or similar in any kind of building.</i>					

Section IV - Bidding Forms

The forms listed below are entirely replaced by those provided in the following pages:

- *Letter of Bid*
- *Bill of Quantities*
- *Schedule of Daywork Rates: 1. Labor*
- *Schedule of Daywork Rates: 2. Materials*
- *Schedule of Daywork Rates: 3. Contractor's Equipment*
- *Daywork Summary*
- *Summary of Specified Provisional Sums in the Bill of Quantities*
- *Grand Summary*
- *Discounts due to the award of more than one lot – For information purposes only*
- *Form ELI -1.1: Bidder Information Form*
- *Form ELI -1.2: Information Form for JV Bidders*
- *Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History*
- *Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration*
- *Form CCC: Current Contract Commitments / Works in Progress*
- *Form FIN – 3.1: Financial Situation and Performance*
- *Form FIN - 3.2: Average Annual Construction Turnover*
- *Form FIN - 3.3: Financial Resources*
- *Form EXP - 4.1: General Construction Experience*
- *Form EXP - 4.2(a): Specific Construction and Contract Management Experience*
- *Form EXP - 4.2(b): Construction Experience in Key Activities*

Letter of Bid

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

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

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

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

RFB No.: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2*

To: *National Recovery Program Bureau (NRPB)*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer’s Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *repairs of 100 – 120 houses damaged by Hurricane Irma, which are located in various places in the country.*
- (e) **Bid Price:** The total price of our Bid, considering discounts offered is: *[insert the total price of the Bid per each of the options bid by the Bidder, in words and figures, indicating the various amounts and the respective currencies];*

One (1) lot:

Two (2) lots:

- (f) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture

member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;
- (k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (l) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (o) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

Name of the Bidder: **[insert complete name of person signing the Bid]*

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

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

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

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

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

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

Bill of Quantities

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
A	Preparatory Works							
1	Site preparation and access: Clearance & disposal of debris to dump site, Temporary electricity & Water incl. Generator, Tools & equipment, Transportation, Site Security, etc. The cost including mobilization, demobilization and detailed shop drawings	houses	50			100		
	Sub Total - Preparatory Works							
B	Labor Cost							
	Demolitions:							
1	Cut away and remove all derelict ceiling, roofing, ring beams and framing; Remove all structural elements identified for replacement; Remove all windows and doors identified for replacement; Remove and set aside for reuse all fixtures and fittings; Remove the existing ceiling (if applicable); Remove mold (if applicable), etc.	houses	50			100		
	Roof:							
1	Prepare and install 22G Aluzinc roof sheet	m2	6,500			13,000		
2	Prepare and install 22G Aluzinc ridge capping/ Cap sheets	m1	1,685			3,370		
3	Prepare and install pressure treated timber 2" x 4" x 16' battens	m1	4,435			8,870		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
4	Prepare and install pressure treated timber 2" x 4" x 18' battens	m1	3,880			7,760		
5	Prepare and install pressure treated timber 2" x 4" x 20' battens	m1	2,773			5,545		
6	Prepare and install 30lb roof felt paper	m2	6,500			13,000		
7	Prepare and install pressure treated T1-11 5/8" plywood	m2	6,500			13,000		
8	Prepare and install pressure treated timber 3" x 6" x 16' rafters	m1	4,435			8,870		
9	Prepare and install pressure treated timber 3" x 6" x 18' rafters	m1	3,880			7,760		
10	Prepare and install pressure treated timber 3" x 6" x 20' rafters	m1	2,773			5,545		
11	Prepare and install timber 3" x 8"x 16' ridge rafters	m1	675			1,350		
12	Prepare and install timber 3" x 8"x 18' ridge rafters	m1	590			1,180		
13	Prepare and install timber 3" x 8"x 20' ridge rafters	m1	423			845		
14	Prepare and install timber 2" x 10"x 16' fascia board	m1	845			1,690		
15	Prepare and install timber 2" x 10"x 18' fascia board	m1	740			1,480		
16	Prepare and install timber 2" x 10"x 20' fascia board	m1	528			1,055		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
	Concrete & Steel Works:							
1	Cut away all reinforced concrete and prepare to receive new elements and repairs.	m1	2,115			4,230		
2	Cut, prepare and install all reinforcing steel 3/8" steel	m1	3,400			6,800		
3	Cut, prepare and install all reinforcing steel 1/2" steel	m1	3,400			6,800		
4	Preparation, placement and removal of all formwork	m2	1,928			3,855		
5	Site mix to specifications, concrete and pour	m3	185			370		
6	Plasterwork of concrete works	m2	1,985			3,970		
	Blockwork & Plastering:							
1	Install 4" blockwork	m2	1,423			2,845		
2	Install 6" blockwork	m2	1,245			2,490		
3	Install 8" blockwork	m2	890			1,780		
4	Rough cast and finishing plasterwork	m2	7,100			14,200		
	Windows & Doors:							
1	Install Domus 24" x 48" single Hung Window with Clear security laminate glass (or equal and approved)	unit	100			200		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
2	Install Domus 36" x 48" single Hung Window with Clear security laminate glass (or equal and approved)	unit	100			200		
3	Install Aluminum Single Exterior Doors 36" x 80" and ironmongery	pcs	70			140		
4	Install Aluminum Double Exterior Doors 72" x 80" and ironmongery	pcs	30			60		
5	Install Solid Core Timber Interior Doors 32" x 80" and ironmongery	pcs	100			200		
	External & Internal Finishes:							
1	Painting of roof interior including rafters	m2	8,600			17,200		
	Guttering & Downspouts							
1	Installation of PVC guttering plus brackets	m1	2,100			4,200		
2	Installation of PVC downspouts plus brackets	m1	1,200			2,400		
	Electrical Works:							
1	Install all wiring, cans and switching for surface mounted duplex 110V outlets	pcs	300			600		
2	Install Lithonia FMLWL 48 840 4; White LED Wraparound Light (and or equal and approved)	pcs	100			200		
3	Install Design House – Millbridge 1 Light Oil Rubbed Bronze Ceiling Light Fixture & LED Bulb Light (and or equal and approved)	pcs	150			300		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
4	Install Volume Lighting – 1 Light White Indoor/Outdoor Polycarbonate Wall Mount Sconce with Honey Jelly Jar Beehive Clear Glass Shade & LED Bulb (and or equal and approved)	pcs	200			400		
5	Installation and rewiring of new electrical meter box and reconnection to mains supply (if applicable)	houses	8			15		
	Rain water & drainage (if applicable) -- make good and restore to original function.	houses	8			15		
	Sub Total - Labor							
C	Material Cost -- These items contains supply of material including necessary protection, storage, transport to site, loading and offloading.							
	Roof:							
1	22G Aluzinc roof sheet	m2	6,500			13,000		
2	22G Aluzinc ridge capping	m1	1,685			3,370		
3	Supply pressure treated timber 2" x 4" x 16' battens	m1	4,435			8,870		
4	Supply pressure treated timber 2" x 4" x 18' battens	m1	3,880			7,760		
5	Supply pressure treated timber 2" x 4" x 20' battens	m1	2,773			5,545		
6	30lb roof felt paper	m2	6,500			13,000		
7	Supply pressure treated T1-11 5/8" plywood	m2	6,500			13,000		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
8	Supply pressure treated timber 3" x 6" x 16' rafters	m1	4,435			8,870		
9	Supply pressure treated timber 3" x 6" x 18' rafters	m1	3,880			7,760		
10	Supply pressure treated timber 3" x 6" x 20' rafters	m1	2,773			5,545		
11	Supply timber 3" x 8"x 16' ridge rafters	m1	675			1,350		
12	Supply timber 3" x 8"x 18' ridge rafters	m1	590			1,180		
13	Supply timber 3" x 8"x 20' ridge rafters	m1	423			845		
14	Supply timber 2" x 10"x 16' fascia board	m1	845			1,690		
15	Supply timber 2" x 10"x 18' fascia board	m1	740			1,480		
16	Supply timber 2" x 10"x 20' fascia board	m1	528			1,055		
	Fixings:							
1	Tornilla Screws 6"	lbs	1,173			2,345		
2	Tornilla Screws 2 1/2"	lbs	1,173			2,345		
3	Galvanized Screws with cap 3"	lbs	1,173			2,345		
4	Hurricane straps and gangnail plates throughout	pcs	9,058			18,115		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
5	Self-Taping roof screws	lbs	1,085			2,170		
	Concrete & Steel Works:							
1	3/8" dia HT steel rebar	kg	1,905			3,810		
2	1/2" dia HT steel rebar	kg	3,375			6,750		
3	Exterior plywood 3/4"	pcs	700			1,400		
4	3" Concrete nails	lbs	743			1,485		
5	3" Wooden nails	lbs	1,085			2,170		
6	Concrete	m3	185			370		
7	Plasterwork of concrete works	m2	1,985			3,970		
	Blockwork & Plastering:							
1	Load bearing 4" concrete blocks including mortar	m2	1,423			2,845		
2	Load bearing 6" concrete blocks including mortar	m2	1,245			2,490		
3	Load bearing 8" concrete blocks including mortar	m2	890			1,780		
4	Plasterwork	m2	7,100			14,200		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
	Windows & Doors:							
1	Domus 24" x 48" single Hung Window with Clear security laminate glass (or equal and approved)	unit	100			200		
2	Domus 36" x 48" single Hung Window with Clear security laminate glass (or equal and approved)	unit	100			200		
3	Aluminum Single Exterior Doors 36" x 80"	pcs	70			140		
4	Aluminum Double Exterior Doors 72" x 80"	pcs	30			60		
5	Solid Core Timber Interior Doors 32" x 80"	pcs	100			200		
	External & Internal Finishes:							
1	Interior Wood Paint	gallon	285			570		
	Guttering & Downspouts							
1	PVC guttering & brackets	m1	2,100			4,200		
2	PVC downspouts & brackets	m1	1,200			2,400		
	Electrical Works:							
1	Supply all cans and switching for surface mounted duplex 110V outlets	pcs	300			600		
2	Supply all wiring (as per GEBE specifications) for surface mounted duplex 110V outlets	m1	2,500			5,000		
3	Supply Lithonia FMLWL 48 840 4; White LED Wraparound Light (and or equal and approved)	pcs	100			200		

#	Description of Works	Unit	One (1) lot			Two (2) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
4	Supply Design House – Millbridge 1 Light Oil Rubbed Bronze Ceiling Light Fixture & LED Bulb Light (and or equal and approved)	pcs	150			300		
5	Supply Volume Lighting – 1 Light White Indoor/Outdoor Polycarbonate Wall Mount Sconce with Honey Jelly Jar Beehive Clear Glass Shade & LED Bulb (and or equal and approved)	pcs	200			400		
6	Supply new electrical meter box (if applicable) The meter box shall be approved by GEBE and include all necessary wiring and connections coming from the electricity from the main road to the home.	houses	8			15		
	Rain water & drainage (if applicable) -- make good and restore to original function	houses	8			15		
	Sub Total - Materials							
D	General Cost							
1	Workers welfare provisions; Worker's Comprehensive Insurance; Performance Bonds; Inspections and Approvals; Materials Testing & Quality Management, etc. This item shall also include all required testing of fixtures and electrical works according to GEBE standards.	houses	50			100		
	Sub Total General Cost & Overhead							
	Subtotal Bill of Quantities		---	---		---	---	

Schedule of Daywork Rates: 1. Labor

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Daily Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Daily Rate (USD \$)	Extended amount (USD \$)
1	Banksman / Spotter	per day	20			40		
2	Carpenter	per day	20			40		
3	Driver	per day	20			40		
4	Electrician	per day	20			40		
5	Equipment Operator	per day	20			40		
6	Loader	per day	20			40		
7	Mason	per day	20			40		
8	Painter	per day	20			40		
9	Plumber	per day	20			40		
10	Skilled Labor	per day	20			40		
11	Unskilled Labor	per day	20			40		
12	Provisional Sum for Labor not listed above. The Contractor will supply this Labor under the conditions defined for the rest of the Labor. The Contractor will be reimbursed based upon actual costs (as per documentary evidence).	n/a	n/a	n/a	20,000	n/a	n/a	40,000
	Subtotal		n/a	n/a		n/a	n/a	
13	Allow _ percent ^a of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above. a. To be entered by the Bidder.		n/a	%	Extended amount (USD \$)	n/a	%	Extended amount (USD \$)
Total for Daywork: Labor					-			-
(carried forward to Daywork Summary, p. _)								

Schedule of Daywork Rates: 2. Materials

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
1	Hardcore	per m ³	33			67		
2	Graded Hardcore	per m ³	33			67		
3	Granular Fill	per m ³	33			67		
4	Imported Earth Fill	per m ³	33			67		
5	Coarse Aggregate (20mm) gauge	per m ³	33			67		
6	Ditto (38mm) gauge	per m ³	33			67		
7	All- in-Aggregate	per m ³	33			67		
8	Sand for binding	per m ³	33			67		
9	Sand for concrete	per m ³	33			67		
10	Sand for rendering, mortar and plaster	per m ³	33			67		
11	Crushed blue limestone 12mm-20mm	per m ³	33			67		
12	Washed gravel (graded all-in-aggregate)	per m ³	33			67		
13	Gravel	per m ³	33			67		
14	Portland Cement (ordinary)	per bag of 21kg	67			133		

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
15	Sulphate resisting cement	per bag of 21kg	33			67		
16	Concrete (1 :2) (all-in-aggregate)	per m ³	33			67		
17	Concrete (21N/mm ² in 28 days)	per m ³	33			67		
18	Concrete (25N/mm ² in 28 days)	per m ³	33			67		
19	Concrete (35N/mm ² in 28 days)	per m ³	33			67		
20	Mild steel tensile strength 400 N/mm ² rod reinforcement over 25mm diameter	per kg	6,667			13,333		
21	Ditto 25-16mm diameter	per kg	6,667			13,333		
22	Mild steel Rod Reinforced 16-12mm diameter	per kg	6,667			13,333		
23	Hollow concrete blocks 100 x 200 x 400mm	per m ²	67			133		
24	Ditto 150 x 200 x 400mm	per m ²	67			133		
25	Ditto 150 x 200 x 300mm	per m ²	67			133		
26	100mm Concrete drain pipe	per m	67			133		
27	150mm Ditto	per m	67			133		

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
28	Steel fabric reinforcement BS. 4483 A193	per m ²	67			133		
29	Ditto BS. 4483 A142	per m ²	67			133		
30	Plywood for formwork size:- 2400 x 1200 x 19mm	per m ²	67			133		
31	Sheet steel ditto size: - 2400 x 1200 x 12mm	per m ²	67			133		
32	Interior quality plywood: - 2400 x 1200 x 12mm	per m ²	67			133		
33	Exterior quality plywood: - 2400 x 1200 x 12mm	per m ²	67			133		
34	50mm x 100mm Softwood for Carpentry	per bf	667			1,333		
35	50mm x 100mm Softwood for Joinery	per bf	667			1,333		
36	Galvanized iron tubing 50mm diameter (4mm) gauge in 6m length.	per m	67			133		
37	Ditto 25mm diameter do	per m	67			133		
38	P.V.C. tubing 25mm diameter in (6m) length	per m	67			133		
39	Ditto 20mm do	per m	67			133		
40	Ditto 12mm do	per m	67			133		
41	Emulsion paint	per liter	67			133		

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
42	Oil paint	per liter	67			133		
43	Provisional Sum for materials not listed above. The Contractor will supply these materials under the conditions defined for the rest of the materials. The Contractor will be reimbursed based upon actual costs (as per documentary evidence).	n/a	n/a	n/a	20,000	n/a	n/a	40,000
	Subtotal		n/a	n/a		n/a	n/a	
44	Allow _ percent ^a of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 4 (b) above.		n/a	%	Extended amount (USD \$)	n/a	%	Extended amount (USD \$)
Total for Daywork: Materials (carried forward to Daywork Summary, p. _)								

a. To be entered by the Bidder.

Schedule of Daywork Rates: 3. Contractor's Equipment

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
1	Bobcat loader	per day	20			40		
2	Chain Saw	per day	20			40		
3	Compressor	per day	20			40		
4	Concrete Saw (excl. blades)	per day	20			40		
5	Concrete truck/mixer/agitators	per day (up to 7.0m ³)	20			40		
6	Dump Truck	per day (15 ton)	20			40		
7	Fencing & Barriers	per day (10m)	7			13		
8	Flat Trailer	per day	7			13		
9	Front End Loader & Back Hoe	per day	20			40		
10	Fuel Storage	per 200 liters/day	47			93		
11	Generator set	per day	20			40		
12	GP Truck / Crew Van	per day	20			40		

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
13	Grinder	per day	20			40		
14	Grout Mixer (hand held)	per day	20			40		
15	Hiab Mobile Crane	per day up to 3 ton	20			40		
16	Jack Hammer	per day	20			40		
17	Jacks & Props	per day (1 ton)	20			40		
18	Mini Excavator	per day	20			40		
19	Mobile Lighting unit	per day	20			40		
20	Pick Up Truck / Car	per day	20			40		
21	Portable Pump incl. hoses	per day	20			40		
22	Power float	per day	20			40		
23	Scaffolding	per ton per day	93			187		
24	Self-Propelled Scissors life/access platform	per day (one unit)	20			40		

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
25	Site Accommodation	per day (10m ² floor area)	47			93		
26	Storage	per day (10m ² floor area)	47			93		
27	Sump Pump	per day	20			40		
28	Tilting Drum Concrete Mixer	per day - Up to 500 liters	20			40		
29	Truck Mounted Concrete Pump	per day	20			40		
30	Vibrating Plate Compactor	per day	20			40		
31	Vibrator poker	per day	20			40		
32	Welding & Cutting Sets	per day (1 set)	20			40		

Item no.	Description	Unit	One (1) lot			Two (2) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
33	Provisional Sum for equipment not listed above. The Contractor will supply this equipment under the conditions defined for the rest of the equipment. The Contractor will be reimbursed based upon actual costs (as per documentary evidence).	n/a	n/a	n/a	20,000	n/a	n/a	40,000
Subtotal			n/a	n/a		n/a	n/a	
	Allow _ percent ^a of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 5 above.		n/a	%	Extended amount (USD \$)	n/a	%	Extended amount (USD \$)
Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. _)								

a. To be entered by the Bidder.

Daywork Summary

Description	One (1) lot (USD \$)	Two (2) lots (USD \$)
1. Total for Daywork: Labor		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Subtotal for Daywork (carried forward to Bid Summary, page.)	-	

**Summary of Specified Provisional Sums
in the Bill of Quantities**

Description	One (1) lot (USD \$)	Two (2) lots (USD \$)
1. Provisional sum for additional ESHS outcomes.	48,750	97,500
2. Provisional sum for prevention of sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.	48,750	97,500
Subtotal for Specified Provisional Sums (carried forward to Grand Summary (B), p.)	97,500	195,000

Grand Summary

Country: *Sint Maarten*

Name of Project: *Emergency Recovery Project I*

Contract Title: *Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

Loan No. /Credit No. / Grant No.: *TF0A8079*

RFB No: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2*

General Summary	One (1) lot (USD \$)	Two (2) lots (USD \$)
A. Subtotal Bill of Quantities:		
B. Subtotal for Daywork		
C. Subtotal Specified Provisional Sums		
Bid Price (A + B + C) (Carried forward to Letter of Bid)		

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Project Manager.

* For evaluation purposes, Provisional Sums will be excluded. Daywork will be considered.

An excel file has been loaded to the www.nrpbsxm.org web page as part of the bidding document and contains all the amended BOQs and the amended Daywork Schedule. This file will be used by bidders to include their prices on it and then by the Employer during bid evaluation. In case of contradiction between the information of the printed bid and that of the excel file, the printed bid will prevail.

Discounts due to the award of more than one lot

For information purposes only

Country: *Sint Maarten*

Name of Project: *Emergency Recovery Project I*

Contract Title: *Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

Loan No. /Credit No. / Grant No.: *TF0A8079*

RFB No: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2*

Description	Unit	One (1) lot	Two (2) lots
Bid Price	USD \$		
Nr. of lots	Nr.	1	2
Price per lot	USD \$		
Discount included in the prices for the award of more than one lot	%	n/a	

Form ELI -1.1: Bidder Information Form

Date: _____

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2;
Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
<p>Bidder's authorized representative information</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone/Fax numbers: _____</p> <p>E-mail address: _____</p>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i></p>

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2;
Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

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Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2; Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

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Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.
- Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

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

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2;*

Single Family Homes Repairs #2 – Lot 1 and Lot 2.

Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i>	<i>[insert amount]</i>

		Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>		<i>[insert amount]</i>

Form CCC: Current Contract Commitments / Works in Progress

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2;
Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

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1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____				
	(amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements⁵ for the _____ years required above; and complying with the requirements

⁵ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2; Single Family Homes
Repairs #2 – Lot 1 and Lot 2.*

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Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN - 3.3: Financial Resources

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

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

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2;*

Single Family Homes Repairs #2 – Lot 1 and Lot 2.

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Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2; Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

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Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$ *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience
(cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name⁶ (as per ITB 34.2 and 34.3): _____ RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2; Single Family Homes Repairs #2 – Lot 1 and Lot 2.*

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Subcontractor's Name (as per ITB 34.2 and 34.3): _____

All subcontractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

⁶ If applicable.

Address:	
Telephone/fax number	
E-mail:	

	Information
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

3.

Section VII - Works’ Requirements

Specifications -- 3.-HOUSE ASSESSMENTS

Its first paragraph is entirely replaced by the following:

The Works consist of the repairs of around 100 – 120 houses damaged by Hurricane Irma. These houses are located in various places in the country. The list of houses to be repaired will result from the above mentioned screening procedure. The list of houses that would be subject to the screening procedures will be provided to Bidders by email upon request at least 15 days prior to bid opening.

Its second paragraph is entirely replaced by the following:

The exact scope of the intervention in each house will be determined by the Assessment Consultant, who will: 1) conduct structural assessments and 2) identify scope of works and prepare renovation designs, including consideration of non-structural elements. The Assessment Consultant will deliver its Assessment Reports in three (3) batches: (i) First 50 houses, (ii) Second 50 houses and (iii) Remaining approximately 50 houses (For details, see attached pdf document “Supplementary Information, Request for Expressions of Interest for the selection of “Technical Assessment of Damaged Roofs Phase 2”). The number of houses per batch mentioned above refers to the number of houses that will be assessed and not the number of houses to be repaired. The predicted difference between the aggregate of 150 houses above and the 100 – 120 homes that are the scope of this bid is due to the anticipated number of houses that would not be in sound structural condition. The houses included in each of the batches referred to above constitute a “Section of the Works”, with the meaning assigned to it in GCC 2.2.

Its fifth paragraph is entirely replaced by the following:

Houses will be grouped in two (2) lots including 50 – 60 houses each. Given that –mainly due to their unknown structural soundness-- the number and identification of houses to be repaired will not be known till the assessment reports are delivered and approved, it is not possible to list the houses pertaining to each lot at the time of bidding. The formation of the lots will be the responsibility of the Project Manager, who will aim at minimizing each lot total transportation cost by assigning to each of the contractors houses located close to their respective camps. This way, the Project Manager aim at achieving economy and efficiency while being fair to all contractors involved.”

Sixth paragraph: number (ii) is replaced by the following:

- (ii) Will prepare a Section Work Program. When preparing Section Work Programs, the Contractor shall consider that it will not be authorized to work simultaneously in more than half of the number of houses included in the Contract (the maximum being 30 houses per lot).

Section IX - Particular Conditions of Contract

GCC 1.1 (v), GCC 1.1 (hh), GCC 13.1 and GCC 20.1 are replaced in their entirety by the new clauses below.

GCC 1.1 (v)	<p>The Intended Completion Date for each of the Sections in which the Works have been divided shall be:</p> <p><i>[use the following if the contract is for One (1) Lot]</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Section</th> <th style="width: 50%;">Description (as per the Specifications)</th> <th style="width: 30%;">Days (counted from the approval by the Project Manager of Section pricing and Work Program)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>First 20 Houses</td> <td style="text-align: center;">225 days</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Second 20 Houses</td> <td style="text-align: center;">340 days</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Remaining 10 – 20 Houses</td> <td style="text-align: center;">450 days</td> </tr> </tbody> </table> <p><i>[use the following if the contract is for Two (2) Lots]</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Section</th> <th style="width: 50%;">Description (as per the Specifications)</th> <th style="width: 30%;">Days (counted from the approval by the Project Manager of Section pricing and Work Program)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>First 40 Houses</td> <td style="text-align: center;">225 days</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Second 40 Houses</td> <td style="text-align: center;">340 days</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Remaining 20 – 40 Houses</td> <td style="text-align: center;">450 days</td> </tr> </tbody> </table>	Section	Description (as per the Specifications)	Days (counted from the approval by the Project Manager of Section pricing and Work Program)	1.	First 20 Houses	225 days	2.	Second 20 Houses	340 days	3.	Remaining 10 – 20 Houses	450 days	Section	Description (as per the Specifications)	Days (counted from the approval by the Project Manager of Section pricing and Work Program)	1.	First 40 Houses	225 days	2.	Second 40 Houses	340 days	3.	Remaining 20 – 40 Houses	450 days
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GCC 1.1 (hh)	<p><i>[use the following if the contract is for One (1) Lot]</i></p> <p>The Works consist of <i>the repairs of 50 – 60 houses damaged by Hurricane Irma (One (1) Lot).</i></p> <p><i>[use the following if the contract is for Two (2) Lots]</i></p> <p>The Works consist of <i>the repairs of 100 – 120 houses damaged by Hurricane Irma (Two (2) Lots).</i></p>																								
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p><i>[use the following if the contract is for One (1) Lot]</i></p>																								

	<p>(a) for loss or damage to the Works, Plant and Materials: <i>US\$1,600,000. Deductible: US\$32,000.</i></p> <p>(b) For loss or damage to Equipment: <i>US\$400,000. Deductible: US\$8,000.</i></p> <p><i>[use the following if the contract is for Two (2) Lots]</i></p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>US\$3,200,000. Deductible: US\$64,000.</i></p> <p>(b) For loss or damage to Equipment: <i>US\$800,000. Deductible: US\$16,000.</i></p> <p><i>[use the following regardless of the number of Lots]</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <i>US\$1,000,000. Deductible: US\$5,000.</i></p> <p>(d) for personal injury or death:</p> <p style="padding-left: 40px;">(i) of the Contractor’s employees: <i>USD\$2,000,000 per person and USD\$4,000,000 in aggregate. No deductible.</i></p> <p style="padding-left: 40px;">(ii) of other people: <i>USD\$1,000,000. No deductible</i></p>
<p>GCC 20.1</p>	<p>The Site Possession Date(s) shall be: <i>as per the agreed Work Program for each Section of the Works.</i></p> <p>This notwithstanding, the Project Manager will not grant possession to homes according to the Work Program if delays in completion result in having more than half of the houses of the contract under construction (the maximum number of houses under construction being 30 houses per lot).</p>

Section X - Contract Forms

The forms listed below are entirely replaced by those provided in the following pages:

- *Notification of Intention to Award*
- *Letter of Acceptance*
- *Contract Agreement*
- *Performance Security - Bank Guarantee*
- *Advance Payment Security*

Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

Employer: *National Recovery Program Bureau (NRPB)*

Project: *Emergency Recovery Project I*

Contract title: *Single Family Homes Repairs #2 – Lot 1 and Lot 2. (identify the lots)*

Country: *Sint Maarten*

Loan No. /Credit No. / Grant No.: *TFOA8079*

RFB No: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2*

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

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name: *[insert name of successful Bidder]*

Address: *[insert address of the successful Bidder]*

Contract price: *[insert contract price of the successful Bid]*

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date

and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

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

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers ([Procurement Regulations](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005)) [<https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005>] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No.]*

This is to notify you that your Bid dated *[insert date]* for execution of the *Single Family Homes Repairs #2 – Lot 1 and Lot 2. (identify the lots) Contract (AN-IRC-NRPB-76496-CW-RFB / Repairs 2)* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X - Contract Forms, of the bidding document.

[Choose one of the following statements:]

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

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 48.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between *National Recovery Program Bureau (NRPB) on behalf of the Government of Sint Maarten* (hereinafter “the Employer”), of the one part, and [*name of the Contractor*]. (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *Single Family Homes Repairs #2 – Lot 1 and Lot 2. (identify the lots)Contract (AN-IRC-NRPB-76496-CW-RFB / Repairs 2)* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including appendix;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities; and
 - (i) any other document **listed in the PCC** as forming part of the Contract;

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

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

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

Signed by: _____
for and on behalf of the National Recovery
Program Bureau (NRPB)

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

We have been informed that *_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *AN-IRC-NRPB-76496-CW-RFB / Repairs 2* dated *[insert date]* with the Beneficiary, for the execution of *Single Family Homes Repairs #2 – Lot 1 and Lot 2. (identify the lots)* Contract (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

[signature(s)]

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

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *Single Family Homes Repairs #2 – Lot 1 and Lot 2. (identify the lots) (AN-IRC-NRPB-76496-CW-RFB / Repairs 2)* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] (_____) [insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*