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## Specific Procurement Notice

# Request for Bids

**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*

1. The *Government of Sint Maarten* has received financing from the World Bank toward the cost of the *Emergency Recovery Project I (ERP1)*, and intends to apply part of the proceeds toward payments under the contracts for *Single Family Homes Repairs #2 – Lot 1, Lot 2 and Lot 3*. For these contracts, the Borrower shall process the payments using the *Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing*.
2. The *National Recovery Program Bureau (NRPB)* now invites sealed Bids from eligible Bidders for the repairs of approximately 200-250 houses damaged by Hurricane Irma, which are located in various places in the country. Houses will be distributed in approximately 67 – 83 per lot. The construction period is estimated at 15 months. A margin of preference will not be granted to local contractors.
3. Bidders may bid for one or several lots, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one lot will be allowed to do so, provided those discounts are included in the Letter of Bid.
4. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” (November 2017) (“Procurement Regulations”), and is open to all Bidders as defined in the Procurement Regulations.
5. Interested eligible Bidders may obtain further information from *Procurement Office*, [procurement@nrpbsxm.org](mailto:procurement@nrpbsxm.org), and inspect the bidding document during office hours 9:00 to 16:00 hours at the address given below.
6. The bidding document in *English* may be obtained without charge and upon request by email at *Procurement Office*, [procurement@nrpbsxm.org](mailto:procurement@nrpbsxm.org). The document will be sent by email. The document may also be downloaded from: <https://www.nrpbsxm.org>
7. Bids must be delivered to the address below on or before **Tuesday, July 2, 2019 at 14h00 AST**. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be

publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on ***Tuesday, July 2, 2019 at 14h01 AST.***

8. All Bids must be accompanied by a *Bid-Securing Declaration*.

9. The address referred to above is:

*National Recovery Program Bureau (NRPB)*

*Attn: Procurement Office*

*W.J.A. Nisbeth Road 57*

*Philipsburg, Sint Maarten*

[\*procurement@nrpbsxm.org\*](mailto:procurement@nrpbsxm.org)

[\*https://www.nrpbsxm.org\*](https://www.nrpbsxm.org)

# Request for Bids

## Small Works

(One-Envelope Bidding Process)

**Procurement of:**  
Single Family Homes Repairs #2  
– Lot 1, Lot 2 and Lot 3

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

**Employer:** *National recovery Program Bureau (NRPB)*

**Country:** *Sint Maarten*

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

**Issued on:** *[insert date when RFB was issued to the market]*



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# Standard Procurement Document

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# **PART 1 – Bidding Procedures**





# Section I - Instructions to Bidders

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# Section I - Instructions to Bidders

## A. General

### 1. Scope of Bid

1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.

1.2 Throughout this bidding document:

- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, "singular" means "plural" and vice versa;
- (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; and
- (d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

### 2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods,

equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

### 3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

### 4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
  - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence

- the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any

part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this

procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

- (a) relates to fraud or corruption, and
- (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**5. Eligible Materials, Equipment and Services**

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

**PART 2 Works' Requirements**

- Section VII - Works' Requirements

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

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

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document,

responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

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

7.1 A Bidder requiring any clarification of the bidding document shall contact the *Employer* in writing at the *Employer's* address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The *Employer* will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The *Employer* shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the *Employer* shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the *Employer* shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the *Employer* to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the *Employer* and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.



- 7.5 The Bidder is requested, to submit any questions in writing, to reach the *Employer* not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the *Employer* exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the *Employer* may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the *Employer* in accordance with ITB 6. The *Employer* shall also promptly publish the addendum on the *Employer's* web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the *Employer* may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the *Employer* shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the *Employer*, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the**

- 11.1 The Bid shall comprise the following:

**Bid**

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Bill of Quantities or Activity Schedule:** completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
- (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
- (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (g) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) **Conformity:** a technical proposal in accordance with ITB 16;
- (i) any other document required **in the BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid and Schedules**

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the

method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the *Employer's* design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the *Employer*, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the *Employer*.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, *Works' Requirements*. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

#### **14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of

the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.

- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.

**15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents Comprising the Technical Proposal**

- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.

**17. Documents Establishing the Eligibility and Qualifications of the Bidder**

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures,

applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

### 18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the *Employer* as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
  - (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
  - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

### 19. Bid Security

- 19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 *If a Bid Security is specified pursuant to ITB 19.1*, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety

company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially *responsive* Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 48.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
- 19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
  - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 47; or
  - (ii) furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 48.

19.8 The Bid Security or the Bid-Securing Declaration of a *JV* shall be in the name of the *JV* that submits the Bid. If the *JV* has not been constituted into a legally enforceable *JV*, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and;

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47, or furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 48;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**.

## 20. Format and Signing of Bid

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

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a

written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

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

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

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
    - (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
  - (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the



Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the *Employer* at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified **in the BDS**.

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

**23. Late Bids**

23.1 The *Employer* shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the *Employer* after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION"; and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and

place specified **in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The *Employer* shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts;
- (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
- (d) any alternative Bids.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

### **26. Confidentiality**

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the *Employer* on any matter related to the Bidding process, it shall do so in writing.

### **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the *Employer* may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the *Employer* shall not be considered. The *Employer's* request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the *Employer* in the evaluation of the Bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the *Employer's* request for clarification, its Bid

may be rejected.

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

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

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

**29. Determination of  
Responsiveness**

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

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

29.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the *Employer* and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonmaterial  
Nonconformities**

30.1 Provided that a Bid is substantially responsive, the *Employer* may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the *Employer* may request that the Bidder submit the necessary information or

documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the *Employer* shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified **in the BDS**.

### **31. Correction of Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the *Employer* shall correct arithmetical errors on the following basis:

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

### **32. Conversion to Single Currency**

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

- 33. Margin of Preference** 33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>1</sup> shall not apply.
- 34. Subcontractors** 34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
- 34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 35.2 To evaluate a Bid, the *Employer* shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including

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<sup>1</sup> An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

Daywork<sup>2</sup> items, where priced competitively;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

### **36. Comparison of Bids**

36.1 The *Employer* shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

### **37. Abnormally Low Bids**

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology,

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<sup>2</sup> Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

**38. Unbalanced or Front Loaded Bids**

38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the *Employer* may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid price as *with the scope of works, proposed methodology, schedule and any other requirements of the bidding document*.

38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
- (c) reject the Bid.

**39. Qualification of the Bidder**

39.1 The *Employer* shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

39.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the *Employer* shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.



- 40. Most Advantageous Bid** 40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The *Employer* reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award** 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
  - (e) the expiry date of the Standstill Period;
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **F. Award of Contract**

- 44. Award Criteria** 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been

determined to be the Most Advantageous Bid as specified in ITB 40.

**45. Notification of Award**

- 45.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
  - (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.
- 45.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.
- 45.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**46. Debriefing by the Employer**

- 46.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a

debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

- 46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period
- 46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**47. Signing of Contract**

- 47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

**48. Performance Security**

- 48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the *Employer*, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the *Employer*. *If the Performance Security furnished by the*

*successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.*

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

**49. Adjudicator**

49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**50. Procurement  
Related  
Complaint**

50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

## Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
<b>ITB 1.1</b>	<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, Lot 2 and Lot 3</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: <i>3 (three)</i></p>
<b>ITB 1.2(a)</b>	<p><i>In addition to the communications “in writing”, the Employer shall use the following web page to publish information concerning this Bidding process: <a href="http://www.nrpbsxm.org">http://www.nrpbsxm.org</a>. The web page will be used to load the bidding documents, its amendments and responses to requests for clarifications, if any.</i></p>
<b>ITB 2.1</b>	<p>The Borrower is: <i>Government of Sint Maarten</i></p> <p>Grant Agreement amount: <i>US\$ 55.2 million</i></p> <p>The name of the Project is: <i>Emergency Recovery Project I</i></p>
<b>ITB 4.1</b>	<p>Maximum number of members in the JV shall be: <i>Four (4)</i></p>
<b>ITB 4.5</b>	<p>A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer’s address is:</p> <p>Attention: <i>Procurement Office</i></p> <p>Address: <i>W.J.A Nisbeth Road 57</i></p> <p>City: <i>Philipsburg</i></p> <p>Country: <i>Sint Maarten</i></p> <p>Electronic mail address: <a href="mailto:procurement@nrpbsxm.org">procurement@nrpbsxm.org</a></p>
<b>ITB 7.1</b>	<p>Requests for clarification should be received by the Employer no later than: <i>15 (fifteen) days before the date of the bid opening.</i></p>
<b>ITB 7.1</b>	<p><i>See ITB 1.2(a)</i></p>

<p><b>ITB 7.4</b></p>	<p>A Pre-Bid meeting <i>shall</i> take place.  It will be at the following date, time and place:  Date: <b><u>Monday, May 27, 2019</u></b>  Time: 10h00 AST  Place: National Recovery Programme Bureau  Address: <i>W.J.A Nisbeth Road 57</i>  City: <i>Philipsburg</i>  Country: <i>Sint Maarten</i></p> <p><i>A site visit conducted by the Employer shall be organized. This site visit will cover few ongoing home repairs (if applicable) and around 15 houses to be repaired, which can be considered sample works to be performed under the contract.</i></p> <p><i>The site visits will take place at the following dates; meeting place and time are also indicated below:</i></p> Date 1: <b><u>Tuesday May 28, 2019</u></b> Date 2: <b><u>Wednesday, May 29, 2019</u></b> Time: 10h00 AST Meeting Place: National Recovery Programme Bureau (same address as above)
<p><b>ITB 8.4 (new clause)</b></p>	<p>Three amendments to the bidding document will be issued at least 15 working days prior to bid opening, as follows:</p> <ul style="list-style-type: none"> <li>• Upgraded Environmental and Social Management Plan (U-ESMP), (See “Code of Conduct -- Environmental, social, health and safety” and “Environmental, social, health and safety requirements”).</li> <li>• Schedule for sharing approved Assessment Reports with the Contractor (See “Specifications”).</li> <li>• Information on residence permit/waiver and construction camps (See “Specifications”).</li> </ul>
<p><b>C. Preparation of Bids</b></p>	
<p><b>ITB 10.1</b></p>	<p>The language of the Bid is: <b><i>English</i></b>  All correspondence exchange shall be in English language.  Language for translation of supporting documents and printed literature is English.</p>
<p><b>ITB 11.1 (b)</b></p>	<p>The following schedules shall be submitted with the Bid:  - A priced Bill of Quantities, for one (1) lot, two (2) lots and/or three (3) 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</p>

	included in the Specifications.
<b>ITB 11.1 (i)</b>	The Bidder shall submit the following additional documents in its Bid: <b>Code of Conduct</b> (as per the indications in the Technical Proposal – Technical Proposal Forms)
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 13.2</b>	Alternative times for completion <i>shall not be</i> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: n/a
<b>ITB 14.5</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The price shall be quoted by the Bidder in: US Dollars (US\$). A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s Country (referred to as the “foreign currency requirements”) and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the Bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV, Bidding Forms.
<b>ITB 18.1</b>	The Bid validity period shall be <b>120</b> days.
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): "Constant Quality (Laspeyres) Price Index of New Single-Family Houses Under Construction". See <a href="https://www.census.gov/construction/cpi/">https://www.census.gov/construction/cpi/</a>
<b>ITB 19.1</b>	A Bid-Securing Declaration shall be required.
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <i>None</i>
<b>ITB 19.9</b>	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of <i>seven (7)</i> years.
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b>2</b> . <i>Bidders shall also include in their bids a USB flash drive including: (i) a pdf file containing the whole bid, which pages shall be ordered in the same order as the bid itself, and (ii) the excel file that has been provided as part of the bidding document with all the bidder’s prices added to it. This excel file will be used by the Employer to facilitate bid evaluation. In case of contradiction between the information of the printed bid and of the excel file, the printed bid will prevail.</i>
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Power of Attorney. Alternatively, this requirement may be satisfied by a Sworn Affidavit from the Bidder, prepared, stamped and signed by a Commissioner of Affidavits.</i>

<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is:  National Recovery Program Bureau, NRPB  Attention: <i>Procurement Office</i>  Address: <i>W.J.A. Nisbeth Road 57</i>  City: <i>Philipsburg</i>  Country: <i>Sint Maarten</i>  Electronic mail address: <i>procurement@nrpbsxm.org</i>  The deadline for Bid submission is:  Date: <b><u>Tuesday, July 2, 2019</u></b>  Time: 14h00 AST  Bidders <i>shall not</i> have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:  Street Address: <i>W.J.A. Nisbeth Road 57</i>  Floor/ Room number: <i>Conference Room 1</i>  City: <i>Philipsburg</i>  Country: <i>Sint Maarten</i>  Date: <b><u>Tuesday, July 2, 2019</u></b>  Time: 14h01 AST</p>
<b>ITB 25.1</b>	The electronic Bid opening procedures shall be: <i>n/a.</i>
<b>ITB 25.6</b>	Each page of the Letter of Bid and the priced Bill of Quantities shall be initialed by <b><i>all</i></b> representatives of the Employer conducting Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the <b><i>highest</i></b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
<b>ITB 32.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <i>US Dollars</i>.</p> <p>The source of exchange rate shall be: <i>the Central Bank in the Employer's Country</i>. <a href="https://www.centralbank.cw/">https://www.centralbank.cw/</a></p> <p>The date for the exchange rate shall be: <i>the deadline for submission of the Bids</i>.</p>
<b>ITB 33.1</b>	<i>n/a.</i>



<b>ITB 34.1</b>	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITB 34.2</b>	<i>n/a.</i>
<b>ITB 34.3</b>	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>50% of the total contract amount.</i></p> <p>Bidders planning to subcontract more than <i>25% of the total contract amount</i> shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>
<b>F. Award of Contract</b>	
<b>ITB 47.1</b>	The successful Bidder <i>shall not</i> submit the Beneficial Ownership Disclosure Form.
<b>ITB 49</b>	<p>The Adjudicator proposed by the Employer is: <i>Shan Marion Greer of Clarke Street, Vigie in the city of Castries in the State of Saint Lucia.</i> The hourly fee for this proposed Adjudicator shall be: <i>US\$350.00.</i></p> <p>The biographical data of the proposed Adjudicator is as follows:</p> <p><b>Personal Profile</b>  Name: Shan Greer  Age: 43  Nationalities: St Lucian/Canadian  Education:</p> <ul style="list-style-type: none"> <li>- MSc Construction Law and Dispute Resolution (Merit), Kings College, London, 2006</li> <li>- Bar Vocational Course, Inns of Court School of Law, London, 2000</li> <li>- LLB Degree (Upper Second Class Honours), University of London, London, 1999</li> </ul> <p><b>Professional Profile</b>  Shan Greer is an arbitrator, mediator and lawyer residing in Saint Lucia. For more than 18 years, as Counsel, Shan Greer has dealt with a wide range of banking and finance, construction and infrastructure, energy, investment, commercial, intellectual property, joint venture and shareholders disputes, and with the enforcement of arbitration awards.</p> <p>Shan Greer has represented clients and acts as arbitrator under ICC and UNCITRAL Rules as well as other <i>ad hoc</i> international and domestic arbitrations. Miss Greer is an active member of the Chartered Institute of Arbitrators. She is the Chair of its Caribbean Branch as well as an approved tutor and Regional Pathway Leader for the Americas.</p> <p>In addition to her dispute resolution practice, she has an extensive non-</p>

	<p>contentious background, having worked as a legal advisor in the negotiation and preparation of contractual documents for several construction projects. Shan holds an MSc in Construction Law and Dispute Resolution from Kings College, London (2006). Her dissertation topic was Public Procurement for PPP and included an examination of public procurement in the Caribbean.</p> <p><b>Arbitration Experience</b>  Cases handled as an arbitrator include large disputes, as well as a wide variety of other matters of varying size, involving corporations, privately held companies, governmental entities and individuals. Most recent pending and prior arbitrations include:</p> <ul style="list-style-type: none"> <li>• An international arbitration relating to a loss and expense/defects liability claim for a commercial construction project governed by the FIDIC Red Book standard form of contract;</li> <li>• Ad hoc arbitration concerning a claim brought by a property development company against a statutory body for damages caused by construction works;</li> <li>• An international arbitration between an insurance company and lending institution with respect to the interpretation of terms relating to liability under an insurance policy;</li> <li>• Under UNCITRAL rules, an arbitration involving a claim by a Chief Executive Officer against a statutory body for wrongful termination;</li> <li>• Appointment to a Dispute Adjudication Board for a multimillion-dollar hospital project for architectural works and remediation of the mechanical, electrical and plumbing installations;</li> <li>• A domestic arbitration under a commercial insurance policy for loss of property due to fire;</li> <li>• Various statutory arbitrations relating to damages claimed against a public utility company.</li> </ul> <p><b>Bar Admissions</b>  England and Wales - 2000  Saint Lucia – 2000  Saint Vincent – 2013  Belize - 2016</p> <p><b>Law Society Admissions</b>  England and Wales - 2008</p>
<p><b>ITB 50.1</b></p>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email), to:</p>

**For the attention:** *National Recovery Program Bureau (NRPB)*

**Title/position:** *Procurement Office*

**Employer:** *National Recovery Program Bureau (NRPB)*

**Email address:** *procurement@nrpbxm.org*

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Bidding Documents; and
2. the Employer's decision to award the contract.



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

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

## **Table of Criteria**

<b>1.</b>	<b>Margin of Preference</b>	<b>45</b>
<b>2.</b>	<b>Evaluation</b>	<b>46</b>
<b>3.</b>	<b>Qualification</b>	<b>50</b>
<b>4.</b>	<b>Key Personnel</b>	<b>61</b>
<b>5.</b>	<b>Equipment</b>	<b>62</b>

## **1. Margin of Preference**

*n/a*

## **2. Evaluation**

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

### **2.1 Adequacy of Technical Proposal**

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

### **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 for two (2) lots and/or for three (3) 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), two (2) or three (3) 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, two (2) lots but not three (3), or all three (3) lots.

### 3. Qualification

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	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>State-owned enterprise or institution of the Borrower country</b>	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-</b>	Non-performance of a	Must meet	Must meet	Must meet	N/A	Form CON-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	
	<b>Performing Contracts</b>	contract <sup>1</sup> did not occur as a result of contractor default since 1st January 2014	requirement <sup>1 &amp; 2</sup>	requirements	requirement <sup>2</sup>		
2.2	<b>Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period</b>	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

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	
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2014	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration: Environmental, Social, Health, and Safety (ESHS) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years <sup>4</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

<sup>3</sup> The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

<sup>4</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

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	
		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) <b>One (1) lot:</b> USD \$400,000.-, (b) <b>Two (2) lots:</b> USD \$800,000.-, and (c) <b>Three (3) lots:</b> USD \$1,200,000.-					
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the	Must meet requirement	N/A	Must meet requirement	N/A	

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	
		laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.					
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover indicated below, calculated as 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) <b>One (1) lot:</b> USD \$5,200,000.-, (b) <b>Two (2) lots:</b> USD \$10,400,000.-, and (c) <b>Three (3) lots:</b> USD \$15,600,000.-	Must meet requirement	Must meet requirement	Must meet <i>20 %</i> , <i>twenty %</i> of the requirement	Must meet <i>40 %</i> , <i>forty</i> of the requirement	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Construction</b>	Experience under construction contracts	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

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	
	<b>Experience</b>	in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years, starting 1 <sup>st</sup> January 2014					
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of 1 similar contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture member <sup>6</sup> , management contractor or sub-contractor <sup>6</sup> between 1st January 2014 and bid submission deadline: <b>One (1) lot: (i) 1</b>	Must meet requirement	Must meet requirement <sup>7</sup>	N/A	N/A	Form EXP 4.2(a)

<sup>5</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>6</sup> 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.

<sup>7</sup> 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	
		contract, of minimum value \$3,200,000; Or (ii) Less than or equal to 4 contracts, each of minimum value \$800,000, but with total value of all contracts equal or more than \$3,200,000. <b>Two (2) lots:</b> (i) 1 contract, of minimum value \$6,400,000; Or (ii) Less than or equal to 4 contracts, each of minimum value \$1,600,000, but with total value of all contracts equal or more than \$6,400,000. <b>Three (3) lots:</b> (i) 1 contract, of minimum value \$9,600,000; Or (ii) Less than or equal to 4 contracts, each of minimum value \$2,400,000, but with total value of all contracts equal or more than \$9,600,000. The similarity of the contracts shall be based on the following: <i>Construction,</i>					

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>refurbishment or renovation of single family homes.</i>					
4.2 (b)		For the above and any other contracts substantially completed and under implementation as prime contractor, joint venture member, or sub-contractor between 1st January 2014 and Application submission deadline, the minimum construction experience in the following key activities successfully completed <sup>8</sup> : <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) <b>One (1) lot:</b> 40 homes, (b) <b>Two (2) lots:</b> 80</i>	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)

<sup>8</sup> 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	
		homes, and (c) <b>Three (3) lots:</b> 120 homes.					



## 4. Key Personnel

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

### Key Personnel

Item No.	Position/specialization	Relevant academic qualifications (*)	Minimum years of relevant work experience
1	Contract Manager (quantity: 1)	Master's degree in Civil Engineering or Architecture	10
2	Health, Safety, Security & Environment (HSSE) Manager (quantity: 1)	Bachelor's degree in Occupational Health & Safety or Environmental Management.	7
3	Chief Technician Electric Installations (quantity: 1)	Associate degree	5
4	Chief Technician Water Supply and Drainage Installations (quantity: 1)	Associate degree	5
5	Chief Structural Engineer (quantity: 1)	Bachelor's degree in Structural Engineering or Architecture	5
6	Sector Construction Managers (one per Section of the Works to be executed simultaneously as per the Construction Schedule that is part of the Bidder's Technical Proposal) (see Section VII - Works' Requirements - Specifications and GCC 2.2 for an explanation about "Sections of the Works")	Bachelor's degree in Civil Engineering or Architecture	7

(\*) equivalent academic background will also be considered.

## **5. Equipment**

n/a

## Section IV - Bidding Forms

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## 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 200-250 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:** .....

**Three (3) 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

## Schedules

### 1. Bill of Quantities

#### Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.
8. The method of measurement of completed work for payment shall be in accordance with *the Standard Method of Measurement of the U.K. Institution of Civil Engineers*.<sup>1</sup>

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<sup>1</sup> The Standard Method of Measurement (SMM) was phased out in 2012; however, the use of SMM7 and SMM5 is still common in the English speaking Caribbean.





### Bill of Quantities

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
<b>A</b>	<b>Preparatory Works</b>										
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	67			133			200		
	<b>Sub Total - Preparatory Works</b>										
<b>B</b>	<b>Labor Cost</b>										
	<b>Demolitions:</b>										
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	67			133			200		
	<b>Roof:</b>										
1	Prepare and install 22G Aluzinc roof sheet	m2	8,667			17,333			26,000		

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
2	Prepare and install 22G Aluzinc ridge capping/ Cap sheets	m1	2,247			4,493			6,740		
3	Prepare and install pressure treated timber 2" x 4" x 16' battens	m1	5,913			11,827			17,740		
4	Prepare and install pressure treated timber 2" x 4" x 18' battens	m1	5,173			10,347			15,520		
5	Prepare and install pressure treated timber 2" x 4" x 20' battens	m1	3,697			7,393			11,090		
6	Prepare and install 30lb roof felt paper	m2	8,667			17,333			26,000		
7	Prepare and install pressure treated T1-11 5/8" plywood	m2	8,667			17,333			26,000		
8	Prepare and install pressure treated timber 3" x 6" x 16' rafters	m1	5,913			11,827			17,740		
9	Prepare and install pressure treated timber 3" x 6" x 18' rafters	m1	5,173			10,347			15,520		
10	Prepare and install pressure treated timber 3" x 6" x 20' rafters	m1	3,697			7,393			11,090		
11	Prepare and install timber 3" x 8"x 16' ridge rafters	m1	900			1,800			2,700		
12	Prepare and install timber 3" x 8"x 18' ridge rafters	m1	787			1,573			2,360		
13	Prepare and install timber 3" x 8"x 20' ridge rafters	m1	563			1,127			1,690		
14	Prepare and install timber 2" x 10"x 16' fascia board	m1	1,127			2,253			3,380		
15	Prepare and install timber 2" x 10"x 18' fascia board	m1	987			1,973			2,960		

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
16	Prepare and install timber 2" x 10"x 20' fascia board	m1	703			1,407			2,110		
	<b>Concrete &amp; Steel Works:</b>										
1	Cut away all reinforced concrete and prepare to receive new elements and repairs.	m1	2,820			5,640			8,460		
2	Cut, prepare and install all reinforcing steel 3/8" steel	m1	4,533			9,067			13,600		
3	Cut, prepare and install all reinforcing steel 1/2" steel	m1	4,533			9,067			13,600		
4	Preparation, placement and removal of all formwork	m2	2,570			5,140			7,710		
5	Site mix to specifications, concrete and pour	houses	67			133			200		
6	Plasterwork of concrete works	m2	2,647			5,293			7,940		
	<b>Blockwork &amp; Plastering:</b>										
1	Install 4" blockwork	m2	1,897			3,793			5,690		
2	Install 6" blockwork	m2	1,660			3,320			4,980		
3	Install 8" blockwork	m2	1,187			2,373			3,560		
4	Rough cast and finishing plasterwork	m2	9,467			18,933			28,400		
	<b>Windows &amp; Doors:</b>										
1	Install Domus 24" x 48" single Hung Window with Clear security laminate glass (or equal and approved )	unit	133			267			400		

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	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	133			267			400		
3	Install Aluminum Single Exterior Doors 36" x 80" and ironmongery	pcs	93			187			280		
4	Install Aluminum Double Exterior Doors 72" x 80" and ironmongery	pcs	40			80			120		
5	Install Solid Core Timber Interior Doors 32" x 80" and ironmongery	pcs	133			267			400		
	<b>External &amp; Internal Finishes:</b>										
1	Painting of roof interior including rafters	m2	11,467			22,933			34,400		
	<b>Guttering &amp; Downspouts</b>										
1	Installation of PVC guttering plus brackets	m1	2,800			5,600			8,400		
2	Installation of PVC downspouts plus brackets	m1	1,600			3,200			4,800		
	<b>Electrical Works:</b>										
1	Install all wiring, cans and switching for surface mounted duplex 110V outlets	pcs	400			800			1,200		
2	Install Lithonia FMLWL 48 840 4; White LED Wraparound Light (and or equal and approved)	pcs	133			267			400		
3	Install Design House – Millbridge 1 Light Oil Rubbed Bronze Ceiling Light Fixture & LED Bulb Light (and or equal and approved)	pcs	200			400			600		

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	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	267			533			800		
5	Installation and rewiring of new electrical meter box and reconnection to mains supply (if applicable)	houses	10			20			30		
	<b>Rain water &amp; drainage (if applicable)</b> -- make good and restore to original function.	houses	10			20			30		
	<b>Sub Total - Labor</b>										
<b>C</b>	<b>Material Cost</b> -- These items contains supply of material including necessary protection, storage, transport to site, loading and offloading.										
	<b>Roof:</b>										
1	22G Aluzinc roof sheet	m2	8,667			17,333			26,000		
2	22G Aluzinc ridge capping	m1	2,247			4,493			6,740		
3	Supply pressure treated timber 2" x 4" x 16' battens	m1	5,913			11,827			17,740		
4	Supply pressure treated timber 2" x 4" x 18' battens	m1	5,173			10,347			15,520		
5	Supply pressure treated timber 2" x 4" x 20' battens	m1	3,697			7,393			11,090		

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
6	30lb roof felt paper	m2	8,667			17,333			26,000		
7	T1-11 5/8" pressure treated plywood	m2	8,667			17,333			26,000		
8	Supply pressure treated T1-11 5/8" plywood	m2	8,667			17,333			26,000		
9	Supply pressure treated timber 3" x 6" x 16' rafters	m1	5,913			11,827			17,740		
10	Supply pressure treated timber 3" x 6" x 18' rafters	m1	5,173			10,347			15,520		
11	Supply pressure treated timber 3" x 6" x 20' rafters	m1	3,697			7,393			11,090		
12	Supply timber 3" x 8"x 16' ridge rafters	m1	900			1,800			2,700		
13	Supply timber 3" x 8"x 18' ridge rafters	m1	787			1,573			2,360		
14	Supply timber 3" x 8"x 20' ridge rafters	m1	563			1,127			1,690		
15	Supply timber 2" x 10"x 16' fascia board	m1	1,127			2,253			3,380		
16	Supply timber 2" x 10"x 18' fascia board	m1	987			1,973			2,960		
17	Supply timber 2" x 10"x 20' fascia board	m1	703			1,407			2,110		
	<b>Fixings:</b>										
1	Tornilla Screws 6"	lbs	1,563			3,127			4,690		
2	Tornilla Screws 2 1/2"	lbs	1,563			3,127			4,690		
3	Galvanized Screws with cap 3"	lbs	1,563			3,127			4,690		

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
4	Hurricane straps and gangnail plates throughout	pcs	12,077			24,153			36,230		
5	Self-Taping roof screws	lbs	1,447			2,893			4,340		
<b>Concrete &amp; Steel Works:</b>											
1	1/2" dia HT steel rebar	ton	437			873			1,310		
2	3/8" dia HT steel rebar	ton	247			493			740		
3	Exterior plywood 3/4"	pcs	933			1,867			2,800		
4	3" Concrete nails	lbs	990			1,980			2,970		
5	3" Wooden nails	lbs	1,447			2,893			4,340		
6	Concrete	m3	247			493			740		
<b>Blockwork &amp; Plastering:</b>											
1	Load bearing 4" concrete blocks including mortar	m2	1,897			3,793			5,690		
2	Load bearing 6" concrete blocks including mortar	m2	1,660			3,320			4,980		
3	Load bearing 8" concrete blocks including mortar	m2	1,187			2,373			3,560		
4	Plasterwork	m2	9,467			18,933			28,400		

#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
	<b>Windows &amp; Doors:</b>										
1	Domus 24" x 48" single Hung Window with Clear security laminate glass (or equal and approved )	unit	133			267			400		
2	Domus 36" x 48" single Hung Window with Clear security laminate glass (or equal and approved)	unit	133			267			400		
3	Aluminum Single Exterior Doors 36" x 80"	pcs	93			187			280		
4	Aluminum Double Exterior Doors 72" x 80"	pcs	40			80			120		
5	Solid Core Timber Interior Doors 32" x 80"	pcs	133			267			400		
	<b>External &amp; Internal Finishes:</b>										
1	Interior Wood Paint	gallon	380			760			1,140		
	<b>Guttering &amp; Downspouts</b>										
1	PVC guttering & brackets	m1	2,820			5,640			8,460		
2	PVC downspouts & brackets	m1	1,543			3,087			4,630		
	<b>Electrical Works:</b>										
1	Supply all cans and switching for surface mounted duplex 110V outlets	pcs	400			800			1,200		
2	Supply all wiring (as per GEBE specifications) for surface mounted duplex 110V outlets	m1	6,667			13,333			20,000		





#	Description of Works	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)	Quantity	Unit Price (USD \$)	Total Price (USD \$)
<b>D</b>	<b>General Cost</b>										
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	67			133			200		
	<b>Sub Total General Cost &amp; Overhead</b>										
	<b>Subtotal Bill of Quantities</b>		---	---		---	---		---	---	

## Daywork Schedule

### General

1. Reference should be made to Clause 51 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Project Manager. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Project Manager. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount.

### Daywork Labor

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing work ordered by the Project Manager and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labor is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labor**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- (a) The basic rates for labor shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labor for social benefits in accordance with *Sint Maarten* law.
- (b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labor, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of staging, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

### Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.
- (b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above.
- (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labor and Construction in this schedule.

### Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labor.

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working days will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Project Manager to be employed on daywork and the time for return journey thereto shall be included for payment.

**Schedule of Daywork Rates: 1. Labor**

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity (USD \$)	Daily Rate	Extended amount (USD \$)	Nominal quantity	Daily Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Daily Rate (USD \$)	Extended amount (USD \$)
1	Banksman / Spotter	per day	50			100			150		
2	Carpenter	per day	50			100			150		
3	Driver	per day	50			100			150		
4	Electrician	per day	50			100			150		
5	Equipment Operator	per day	50			100			150		
6	Loader	per day	50			100			150		
7	Mason	per day	50			100			150		
8	Painter	per day	50			100			150		
9	Plumber	per day	50			100			150		
10	Skilled Labor	per day	50			100			150		
11	Unskilled Labor	per day	50			100			150		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity (USD \$)	Daily Rate	Extended amount (USD \$)	Nominal quantity	Daily Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Daily Rate (USD \$)	Extended amount (USD \$)
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	50,000	n/a	n/a	100,000	n/a	n/a	150,000
<b>Subtotal</b>			n/a	n/a		n/a	n/a		n/a	n/a	
13	Allow _ percent <sup>a</sup> of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above.	n/a		<b>%</b>	<b>Extended amount (USD \$)</b>	n/a		<b>%</b>	<b>Extended amount (USD \$)</b>	n/a	
<b>Total for Daywork: Labor</b> (carried forward to Daywork Summary, p. .)					-				-		

a. To be entered by the Bidder.

### Schedule of Daywork Rates: 2. Materials

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
1	Hardcore	per m <sup>3</sup>	83			167			250		
2	Graded Hardcore	per m <sup>3</sup>	83			167			250		
3	Granular Fill	per m <sup>3</sup>	83			167			250		
4	Imported Earth Fill	per m <sup>3</sup>	83			167			250		
5	Coarse Aggregate (20mm) gauge	per m <sup>3</sup>	83			167			250		
6	Ditto (38mm) gauge	per m <sup>3</sup>	83			167			250		
7	All- in-Aggregate	per m <sup>3</sup>	83			167			250		
8	Sand for binding	per m <sup>3</sup>	83			167			250		
9	Sand for concrete	per m <sup>3</sup>	83			167			250		
10	Sand for rendering, mortar and plaster	per m <sup>3</sup>	83			167			250		
11	Crushed blue limestone 12mm-20mm	per m <sup>3</sup>	83			167			250		
12	Washed gravel (graded all-in-aggregate)	per m <sup>3</sup>	83			167			250		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
13	Gravel	per m <sup>3</sup>	83			167			250		
14	Portland Cement (ordinary)	per bag of 21kg	167			333			500		
15	Sulphate resisting cement	per bag of 21kg	83			167			250		
16	Concrete (1 :2) (all-in-aggregate)	per m <sup>3</sup>	83			167			250		
17	Concrete (21N/mm <sup>2</sup> in 28 days)	per m <sup>3</sup>	83			167			250		
18	Concrete (25N/mm <sup>2</sup> in 28 days)	per m <sup>3</sup>	83			167			250		
19	Concrete (35N/mm <sup>2</sup> in 28 days)	per m <sup>3</sup>	83			167			250		
20	Mild steel tensile strength 400 N/mm <sup>2</sup> rod reinforcement over 25mm diameter	per kg	16,667			33,333			50,000		
21	Ditto 25-16mm diameter	per kg	16,667			33,333			50,000		
22	Mild steel Rod Reinforced 16-12mm diameter	per kg	16,667			33,333			50,000		
23	Hollow concrete blocks 100 x 200 x 400mm	per m <sup>2</sup>	167			333			500		



Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
24	Ditto 150 x 200 x 400mm	per m <sup>2</sup>	167			333			500		
25	Ditto 150 x 200 x 300mm	per m <sup>2</sup>	167			333			500		
26	100mm Concrete drain pipe	per m	167			333			500		
27	150mm Ditto	per m	167			333			500		
28	Steel fabric reinforcement BS. 4483 A193	per m <sup>2</sup>	167			333			500		
29	Ditto BS. 4483 A142	per m <sup>2</sup>	167			333			500		
30	Plywood for formwork size:- 2400 x 1200 x 19mm	per m <sup>2</sup>	167			333			500		
31	Sheet steel ditto size: - 2400 x 1200 x 12mm	per m <sup>2</sup>	167			333			500		
32	Interior quality plywood: - 2400 x 1200 x 12mm	per m <sup>2</sup>	167			333			500		
33	Exterior quality plywood: - 2400 x 1200 x 12mm	per m <sup>2</sup>	167			333			500		
34	50mm x 100mm Softwood for Carpentry	per bf	1,667			3,333			5,000		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
35	50mm x 100mm Softwood for Joinery	per bf	1,667			3,333			5,000		
36	Galvanized iron tubing 50mm diameter (4mm) gauge in 6m length.	per m	167			333			500		
37	Ditto 25mm diameter do	per m	167			333			500		
38	P.V.C. tubing 25mm diameter in (6m) length	per m	167			333			500		
39	Ditto 20mm do	per m	167			333			500		
40	Ditto 12mm do	per m	167			333			500		
41	Emulsion paint	per liter	167			333			500		
42	Oil paint	per liter	167			333			500		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
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	50,000	n/a	n/a	100,000	n/a	n/a	150,000
	<b>Subtotal</b>		n/a	n/a		n/a	n/a		n/a	n/a	
44	Allow _ percent <sup>a</sup> of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 4 (b) above.		n/a	%	<b>Extended amount (USD \$)</b>	n/a	%	<b>Extended amount (USD \$)</b>	n/a	%	<b>Extended amount (USD \$)</b>
<b>Total for Daywork: Materials</b> (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			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
1	Bobcat loader	per day	50			100			150		
2	Chain Saw	per day	50			100			150		
3	Compressor	per day	50			100			150		
4	Concrete Saw (excl. blades)	per day	50			100			150		
5	Concrete truck/mixer/agitators	per day (up to 7.0m <sup>3</sup> )	50			100			150		
6	Dump Truck	per day (15 ton)	50			100			150		
7	Fencing & Barriers	per day (10m)	17			33			50		
8	Flat Trailer	per day	17			33			50		
9	Front End Loader & Back Hoe	per day	50			100			150		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
10	Fuel Storage	per 200 liters/day	117			233			350		
11	Generator set	per day	50			100			150		
12	GP Truck / Crew Van	per day	50			100			150		
13	Grinder	per day	50			100			150		
14	Grout Mixer (hand held)	per day	50			100			150		
15	Hiab Mobile Crane	per day up to 3 ton	50			100			150		
16	Jack Hammer	per day	50			100			150		
17	Jacks & Props	per day (1 ton)	50			100			150		
18	Mini Excavator	per day	50			100			150		
19	Mobile Lighting unit	per day	50			100			150		
20	Pick Up Truck / Car	per day	50			100			150		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
21	Portable Pump incl. hoses	per day	50			100			150		
22	Power float	per day	50			100			150		
23	Scaffolding	per ton per day	233			467			700		
24	Self-Propelled Scissors lift/access platform	per day (one unit)	50			100			150		
25	Site Accommodation	per day (10m <sup>2</sup> floor area)	117			233			350		
26	Storage	per day (10m <sup>2</sup> floor area)	117			233			350		
27	Sump Pump	per day	50			100			150		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	Nominal quantity	Rate (USD \$)	Extended amount (USD \$)
28	Tilting Drum Concrete Mixer	per day - Up to 500 liters	50			100			150		
29	Truck Mounted Concrete Pump	per day	50			100			150		
30	Vibrating Plate Compactor	per day	50			100			150		
31	Vibrator poker	per day	50			100			150		
32	Welding & Cutting Sets	per day (1 set)	50			100			150		

Item no.	Description	Unit	One (1) lot			Two (2) lots			Three (3) lots		
			Nominal quantity	Rate (USD \$)	Extended amount (USD \$)	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	50,000	n/a	n/a	100,000	n/a	n/a	150,000
<b>Subtotal</b>			n/a	n/a		n/a	n/a		n/a	n/a	
	Allow _ percent <sup>a</sup> of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 5 above.	n/a		<b>%</b>	<b>Extended amount (USD \$)</b>	n/a	<b>%</b>	<b>Extended amount (USD \$)</b>	n/a	<b>%</b>	<b>Extended amount (USD \$)</b>
<b>Total for Daywork: Contractor’s Equipment</b> (carried forward to Daywork Summary, p. _)											

a. To be entered by the Bidder.



**Daywork Summary**

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

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

<b>Description</b>	<b>One (1) lot (USD \$)</b>	<b>Two (2) lots (USD \$)</b>	<b>Three (3) lots (USD \$)</b>
1. Provisional sum for additional ESHS outcomes.	65,000	130,000	195,000
2. Provisional sum for prevention of sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.	65,000	130,000	195,000
<b>Subtotal for Specified Provisional Sums</b> (carried forward to Grand Summary (B), p. )	130,000	260,000	390,000

## Grand Summary

**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*

General Summary	One (1) lot (USD \$)	Two (2) lots (USD \$)	Three (3) lots (USD \$)
A. Subtotal Bill of Quantities:			
B. Subtotal for Daywork			
C. Subtotal Specified Provisional Sums			
<b>Bid Price (A + B + C) (Carried forward to Letter of Bid)</b>			

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](http://www.nrpbsxm.org) web page as part of the bidding document and contains all the BOQs and the 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, Lot 2 and Lot 3*

**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	Three (3) lots
Bid Price	USD \$			
Nr. of lots	Nr.	1	2	3
Price per lot	USD \$			
<b>Discount included in the prices for the award of more than one lot</b>	%	n/a		

## 2. Schedule of Payment Currencies

For .....insert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
<b>TOTAL BID PRICE (Including provisional sum)</b>				



## **Technical Proposal**

### **Technical Proposal Forms**

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Code of Conduct (ESHS)**
- **Others**

## FORM PER -1

### Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

#### Key Personnel

1.	<b>Title of position:</b> Contract Manager (quantity: 1)	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	<b>Title of position:</b> Health, Safety, Security & Environment (HSSE) Manager (quantity: 1)	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	<b>Title of position:</b> Chief Technician Electric Installations (quantity: 1)	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
4.	<b>Title of position:</b> Chief Technician Water Supply and Drainage Installations (quantity: 1)	



	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	<b>Title of position:</b> Chief Structural Engineer (quantity: 1)	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	<b>Title of position:</b> Sector Construction Managers (one per Section of the Works to be executed simultaneously as per the Construction Schedule that is part of the Bidder's Technical Proposal) (see Section VII - Works' Requirements - Specifications and GCC 2.2 for an explanation about "Sections of the Works")	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:  
Resume and Declaration  
Key Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]: [title of position from Form PER-1]</b>											
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name:</b></td> <td style="padding: 5px;"><b>Date of birth:</b></td> </tr> <tr> <td style="padding: 5px;"><b>Address:</b></td> <td style="padding: 5px;"><b>E-mail:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Language proficiency:</b><i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>											
<b>details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"><b>Address of employer:</b></td> </tr> <tr> <td style="width: 40%; padding: 5px;"><b>Telephone:</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax:</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"><b>Job title:</b></td> <td style="padding: 5px;"><b>Years with present employer:</b></td> </tr> </table>	<b>Address of employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present employer:</b>		
<b>Address of employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present employer:</b>										

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>Project</b>	<b>Role</b>	<b>Duration of involvement</b>	<b>Relevant experience</b>
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

## Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

**Name of Key Personnel:** *[insert name]*

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

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

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

Date: (day month year): \_\_\_\_\_

## **Equipment**

Bidders shall explain in their Method Statement how they will source plant and equipment.

## **Site Organization**

*[insert Site Organization information]*

## **Method Statement**

*[insert Method Statement]*

---

## **Mobilization Schedule**

*[insert Mobilization Schedule]*

## **Construction Schedule**

*[insert Construction Schedule]*

Note: Bidders shall indicate if more than one Section of the Works is to be executed simultaneously; and shall individualize them in such a case.



## **Code of Conduct: Environmental, Social, Health and Safety (ESHS)**

The Bidder shall submit the Code of Conduct, as required by ITB 11.1 (i) of the Bid Data Sheet. The Code of Conduct shall apply to the Contractor's employees and subcontractors, in order to ensure compliance with the Contractor's Environmental, Social, Health and Safety (ESHS) obligations under the contract.

Bidder's Code of Conduct will be written in plain language and address risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment, according to the ERP I Upgraded Environmental and Social Management Plan (U-ESMP), to be distributed through an amendment to the RFB.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

### **Minimum Requirements for the Code of Conduct**

A satisfactory code of conduct will contain obligations on all Contractor's personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)

6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of the Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

## **Bidder's Qualification**

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

## Form ELI -1.1: Bidder Information Form

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

RFB No. and title: *AN-IRC-NRPB-76496-CW-RFB / Repairs 2;**Single Family Homes Repairs #2 – Lot 1, Lot 2 and Lot 3*

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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"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul> <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, Lot 2 and Lot 3*

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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, Lot 2 and Lot 3*

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Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> 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.			

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
		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.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] 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>
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## 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, Lot 2 and Lot 3*

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

<b>Environmental, Social, Health, and Safety Performance Declaration</b> in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> 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"/> <b>Declaration of suspension or termination of contract:</b> 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>	...
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
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, Lot 2 and Lot 3*

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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	Year4	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 statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>1</sup> 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, Lot 2 and Lot 3*

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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, Lot 2 and Lot 3*

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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, Lot 2 and Lot 3*

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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.)**

<b>Similar Contract No.</b>	<b>Information</b>
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 Name<sup>2</sup> (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, Lot 2 and Lot 3*

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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: \_\_\_\_\_

	<b>Information</b>			
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				

<sup>2</sup> If applicable.

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

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

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

2. Activity No. Two

3. ....

## **Section V - Eligible Countries**

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

In reference to ITB 4.8, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1 : *None*

Under ITB 4.8 (b) and 5.1 : *None*



## Section VI - Fraud and Corruption

### 1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all

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<sup>1</sup> For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm’s or individual’s financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.



## **PART 2 – Works' Requirements**



## **Section VII - Works’ Requirements**

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## **Specifications**

Sint Maarten Emergency Recovery Project I (ERP I – World Bank ref. P167339)

### **Construction of Homes under Government of Sint Maarten’s Roof Home Repair Program**

Executing Agency: National Recovery Program Bureau (NRPB)

#### **1.- INTRODUCTION AND BACKGROUND**

1. Hurricane Irma turned into a Category 5 hurricane with winds of more than 180 mph (290 km/h) and left a trail of devastation on the country. The hurricane hit Sint Maarten on September 6, 2017. During the landfall, the storm’s eye passed directly through Sint Maarten exposing it to the highest wind velocities in the storm. The World Bank estimates damages and losses related to Hurricane Irma at US\$ 1.38 billion (129.5 percent of GDP) and US\$ 976.5 million (91.8 percent of GDP), respectively, affecting 90 percent of all infrastructure and large parts of the natural environment.
2. The Government of Sint Maarten has prepared a National Recovery and Resilience Plan (NRRP) outlining the recovery needs across the socio-economic sectors of the country. The NRRP, amongst its priority activities, highlights the need to restore housing capacity and living standards.
3. The Government of Sint Maarten is benefitting from a Trust Fund from the Kingdom of Netherlands, administrated by the World Bank, to support the cost of the Emergency Recovery Project 1 and intends to carry out of housing repairs. This program will support quick repairs to roofs of damaged houses before the peak of the next hurricane season, assisting persons who otherwise are not able to repair their own roofs. The program targets repairs of the homes of the most vulnerable households. It includes an application process and formal screening procedure to qualify eligible recipients, against a set of administrative, socio-economic and technical criteria.

#### **2.- OBJECTIVES**

- (a) The objective of the Roof Repair Program (RRP) is to repair and where necessary, rebuild the roofs of homes that suffered hurricane damage.
- (b) The Works consist of the repair or replacement of the roof structures and other small related repairs (windows, doors, block work, plasterwork, electrical etc.) for the selected damaged homes (See the Scope of Works Guidelines). Each house has different type of damages; therefore, the scope of works for each house will be different. Detailed description of the scope of works for each house will be identified by an Assessment Consultant (“Consultant”).

- (c) The Contractor will supply all necessary materials, equipment, tools, labor and supervision to complete the entire project within the specified construction term and at the quality required, in conformance with the Contract.
- (d) It is the Employer's ration that repairs of a single home should take no more than two calendar months to complete.

### 3.-HOUSE ASSESSMENTS

The Works consist of the repairs of around 200-250 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.

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, cost estimates, bills of quantities (BoQs) and technical specifications. The Assessment Consultant will deliver its Assessment Reports in three (3) batches: (i) First 100 houses, (ii) Second 100 houses and (iii) Remaining approximately 200 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 per batch and not the number of houses that will be delivered from the assessment. This is the predicted difference between the 400 houses described above and the 200-250 homes described in this tender. 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.

The Assessment Reports, including preliminary and final designs, BoQs, SoW and cost estimations will be delivered by the Consultant over a period of 24 weeks, counting from the signing of the contract with the Consultant. If any of these reports is delivered by the Consultant prior to bid opening, it will be shared with all potential Bidders for their information, immediately. Likewise, assessment reports approved by the Employer, if any, will be shared with potential Bidders with no delay.

**A schedule for sharing approved assessment reports with the Contractor will be communicated to Bidders through an amendment to the bidding documents.**

Houses will be grouped in three (3) lots including 67-83 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 the construction cost by forming lots with houses located in the same areas. The Project Manager will also aim at being fair to all contractors involved.

Upon reception of the approved Assessment Report pertaining to any Section, the Contractor will proceed as follows:

- (i) Will price the totality of the works needed to repair the houses included in such a Section. For these purposes, unit prices from the BoQs and rates from the Daywork Schedule will be used. A Provisional Sum amounting 10% of the previous subtotal will be added to address contingencies.
- (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 42 houses per lot).
- (iii) Will prepare the Contractor’s Environment and Social Management Plan (C-ESMP) applicable to the Section jointly with the pricing for activities related to: (i) additional ESHS outcomes and (ii) prevention of sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training. Detailed information about the C-ESMP is included in the Environmental, social, health and safety requirements section that follows.
- (iv) Will calculate the total price for the Section, which is the result of adding prices indicated in (i) and (iii) above. This total amount is identified as “Section Pricing”
- (v) Will submit the whole package to Employer’s approval.

The Contractor is not authorized to commence work on any Section prior to the corresponding approval of the Section Pricing, Work Program and C-ESMP by the Employer. The approval by the Employer will be communicated to the Contractor by issuing a document that will be identified as “Section Task Order”

The Project Manager will have the authority to revise the stipulations of the Assessment Reports at any time. In such a case, implications concerning cost and time, if any, will be assessed by the Contractor and submitted to the Employer for approval. The Employer will communicate its approval to the Contractor by issuing a “Section Task Order Amendment”. This notwithstanding, the Project Manager will have the authority to administer the Sector Provisional Sums without seeking the concurrence of the Employer.

Properties will be vacant at the time of possession of the houses by the Contractor, with their inhabitants being resettled prior to the commencement of the interventions in each house. The resettlement plan will be based upon the Section Work Program, as approved by the Client. The Section Work Program will identify at least commencement and completion dates of the works in each house. The Project Manager will make sure that no works will proceed on a house unless the affected persons in the home have been relocated. The Contractor will have the obligation to make sure that all its staff and workers are aware that inhabitants have been resettled and that the Contractor shall report to the Project Manager about any interaction with inhabitants within 24 hours of its occurrence.

#### **4. - SCOPE OF WORKS**

See the Scope of Works Guidelines attached as pdf.



What follows is a general description of the repairs that might be needed; however, the final scope of the intervention will be determined by the Assessment Reports, as eventually adjusted by the Project Manager.

#### **Contractor's Obligations:**

Materials, equipment and workmanship shall be in accordance with the latest revision of the applicable standards at the date of signing the contract indicated in the requirements or technical specifications forming part of the contract or, if not specified, shall be in accordance with ASTM or NEN or other equivalent standards or codes. All units shall be applied in accordance with the metric system.

#### **Site Access:**

Establish the perimeter of the site so as to secure it from unauthorized access during the conduct of the works.

Ensure that there is adequate access for all suppliers and materials to be brought to the site.

Ensure that there are adequate temporary sanitary and welfare provisions for the Contractor's personnel.

#### **Demolitions:**

Carefully demolish the existing roof structure (debris should be moved to an approved dump or to a designated staging area prior to being moved to an approved disposal site).

Clear all the debris and unused material within 3 days after the completion of the work at each home (debris should be moved to a designated area, approved by the Project Manager). Please note that incineration of rubbish on site or at any other location is not permitted.

The Contractor will be expected to handover to the Project Manager, a digital photographic log of the area of the works and its surrounds prior to the start of the works to act as a record in the settlement of any subsequent disputes.

Whenever present, all homeowner's fittings and fixtures including electrical and drainage infrastructure are to be carefully removed and set aside for re-use by the home owner.

The homeowners are to clear the area of the works of all fixtures, fittings and personal belongings before the Contractor is given possession of the site.

#### **Utilities:**

Where necessary, the Contractor is to liaise with the local electricity and water utility provider (GEBE, see <https://www.nvgebe.com/index.html>) and ensure that all services are safely isolated prior to the commencement of the works.

The Contractor will be responsible for the provision of all temporary electricity and water for the works.

Where the electricity and/or water utilities are to be disconnected for the duration of the works and then re-connected upon completion, these costs will be to the Contractor's account.

Where the electricity and/or water utilities are to remain active for the duration of the works, all bills for that period will be to the account of the Contractor.

### **Setting Out:**

Set out the works on site and obtain the approval of the Project Manager before commencement.

Laying out of the roof must be done with the appropriate equipment, such as squares, levels, tape measures, and all other tools or equipment needed to carry out this task. Where required by the Project Manager, shop drawings of the roof must be provided by the Contractor prior to the commencement of the works. All drawings must be submitted in AutoCAD format. All drawings should include sufficient structural details and dimensions.

### **Ring Beams, Columns and Footings**

Given the unique nature of each house's damage and the extent of the works required to restore the structural integrity required for the roof works, the final extent of these works (ring beams, columns and footings) will be determined by the Assessment Report which will be reviewed by the Project Manager.

### **Modification of Existing Ring Beam**

Where existing ring beams are encountered and are adjudged to be structurally sound during the assessment process, the following shall apply where applicable:

Ring beams should be cut in the area's where rafter will be placed, in order to accommodate the placing of the new ring beam and the anchoring/ joining thereof.

The existing ring beams must be cut in such a way that six inches (6") of the reinforce steel (such as stirrups and continuous reinforce bars.) be exposed.

Cutting of the ring beam must be done with a jackhammer or a cold chisel. Sledge hammers are not allowed to be used on the project.

### **Construction of New Ring Beam**

Where a new ring beam must be constructed in order to support and anchor the roof, the ring beam should follow the details provided in the drawings (See "Generic Details", attached)

and have an approximate overall dimension of 300mm x 400mm and be constructed of reinforced 3000 psi concrete.

The ring beam should generally follow the line of the house's exterior walls. Where possible it should tie into existing columns. Necessary column and ring beam designs and drawings will be provided by the Assessment Report. The drawing should include proposed footings and all relevant structural notes and details.

### **Formwork**

The design and engineering of the formwork is the responsibility of the Contractor to the approval of the Project Manager.

All reinforced concrete structures to be poured in the appropriate form work, be it timber, metal, plastic or other material which will produce the required finish. Release agents shall be used only with the prior approval of the Project Manager. Release agents containing mineral oils shall not be used.

Formwork will be removed based on the concrete reaching its specified 28-day strength or a specified percentage thereof.

### **Site Mixed Concrete**

The Contractor is to propose the concrete mix design together with a simple quality management plan and receive the written agreement of the Project Manager prior to any site mixing of concrete. Concrete mixer is allowed with the approval of Project Manager.

The Contractor shall submit to the Project Manager their Concrete Sampling and Test Program for their approval prior to execution of the works.

When small quantities of concrete are produced on the site, the Contractor shall measure solid materials by weight and liquid or paste materials by weight or by volume. Mix all materials in a clean mechanical mixer. Each batch of 2 cu yd or less shall be mixed for not less than 1 ½ minutes. The mixing time shall be increased 15 seconds for each additional cubic yard or fraction thereof. At least three quarters of the required mixing time shall take place after the last of the mixing water has been added.

### **Pouring of Concrete**

The Contractor shall inform the Project Manager two working days in advance of an intended pour. Concrete poured without the approval of the Project Manager may be demolished and replaced at the expense of the Contractor. All poured concrete shall be properly compacted by mechanical vibrators.

### **Blockwork**

Where the loadbearing wall or column and beam are supporting the roof, then their structural integrity is essential, and all structural repairs are to be included for. If there is evidence of hurricane related damage to the footing/foundation of the structural element, then the remedial works should be included for similarly. Given the unique nature of each house's damage, the final extent of the blockwork will be determined in the Assessment Report.

The Contractor is to ensure that all blocks are delivered to the site in an undamaged condition and stored off the ground under cover in a dry/covered location and in a manner to allow air circulation.

All blocks are to have Minimum compressive strength  $40 \text{ kg/cm}^2$  and be at least one month old. No 'green blocks' will be permitted for use. Moisture content shall not exceed 35% of total absorption.

The Contractor is to ensure that blocks are placed plumb true to line with level courses accurately spaced, in tolerances not to exceed  $1/4"$  in  $10'-0"$  vertical or horizontal. Blocks shall be set in running bond, with joints at center of units directly below.

Any cutting or fitting of masonry units required to accommodate work of other sections shall be done by masonry saws.

### **Mortar Mixing**

Mortar shall be mixed by volume or equivalent weight and not measured by shovel. The mortar's composition in volume shall be 1 cement:3 sand. Cement shall be Portland cement class A taken from unopened bags only. Sand shall be river or pit sand, free of soluble chlorides and other contaminants. All mortar is to be used and placed in final position within  $2\frac{1}{2}$  hours after mixing. Mortar not used during the time limits shall be discarded.

### **Blockwork Reinforcement**

Where applicable, Anchor bars:  $3/8"$  - o.c. 400 mm; All holes with rebar to be filled with concrete with a composition 1:2:3 in volume: one cement, two sand, three gravel.

### **Blockwork Anchoring**

Bond bearing walls at intersections shall have at least 50% of the units bond with alternate units, having a bearing of not less than 3" on unit below. Intersecting masonry walls shall have corrugated metal ties at 16" o/c vertically and extend 4" minimum in each direction of joint.

### **Roofing**

It is the intention of the ERP 1 to replace all roofs in their entirety and information for pricing is contained in the BoQ. As with the other elements of the ERP 1, each house has a different amount of ceiling, soffit and guttering work. The Contractor is to construct the roof and related works according to the Consultant's roof drawings as provided, the technical specifications, the agreed scope of works and eventually any subsequent design modifications as instructed by the Project Manager.

The completed roof is to be waterproof and leak free and is expected to withstand hurricane-force winds exceeding category 5 on the Saffir-Simpson Hurricane Scale.

### **Material Requirements**

The Contractor shall submit samples and cut sheets (where applicable) of all materials to be used on site for the approval of the Project Manager. The Contractor is to maintain at an agreed location, a secure room where all approved material samples will be kept for the duration of the works.

Typically:

**Timber Rafters:** Size: 3" x 6" or 3" x 8", in the lengths of 16", 18" and 20"

Type: Pressure treated P1 or P2,

Installation: 60 cm o.c or as subsequently agreed with the Project Manager

**Plywood:**

Type: Pressure Treated T1-11 - 4"; Thickness:  $\frac{5}{8}$ " or  $\frac{3}{4}$ "

**Asphalt Roof Paper;** Weight: 30 lbs taken from uncut rolls only,

**Timber Battens:** Size: 2"x4",

Type: Pressure treated P1 or P2,

Installation: 60 cm o.c. or as subsequently agreed with the Project Manager

**Timber Fascia Board:**

Size: 2"x10",

Type: Pressure treated P1 or P2,

All timber will be fixed using **tornilla screws** in size of 6" and 2 ½" and **galvanized screws with cap** in size of 3".

**Roof Sheeting:**

Thickness: 22 gauge or 24 gauge

Type: Corrugated Galvulum Zinc or Aluzinc Sheet; Colour: Red

Fixings: Roof screws only

### **Painting:**

The Contractor shall paint all areas internally and externally affected by the works to match existing as far as is possible. Given the financial constraints and the numbers to be assisted,

the ERP 1 scope does not include for restoring the houses to their pre-hurricane state. Given the unique nature of each house's damage, the final extent of the painting will be determined in conjunction with the Project Manager.

The Contractor shall supply and deliver to site all paints in unopened original containers, labeled as follows:

- Name or type number of material.
- Manufacturer's name and stock number.
- Contents by volume, of major constituents.
- Application instructions.
- Date of production and expiry date.

The Contractor shall store materials in approved area that does not pose a Health Safety Security and Environment (HSSE) risk. The Contractor shall provide drop cloths, barricades, or other forms of protection necessary to safeguard the dwellings and the work of other trades, and as required preserving painted work free from damages of every nature. The Contractor shall remove rags and waste from building daily and avoid danger of fire.

The manufacturer and type of paint is to be approved by the Project Manager and the color selection is to match the existing as far as is practicable.

### **Electrical Works**

The Contractor shall complete the works consist of furnishing and installation of all electrical materials as shown on the drawings and specified herein. Given the unique nature of each house's damage, the final extent of the electrical works will be determined by the Assessment Report, as eventually adjusted by the Project Manager. All electrical works have to be carried out in according to standards specified as NEN 1010. Electrical works must be approved by the local Electrical Company (GEBE) or certified electrician.

#### **Lighting:**

Lighting products should have the below qualifications or equal. Before placing purchase order, the Contractor should submit the proposed purchase to the Project Manager for approval. Lamps of the proper type, wattage and voltage rating shall be furnished and installed in each fixture. All light bulbs should be LED type and have color temperature between 2700K-4000K (Warm White).

1. Lithonia -FMLWL 48 840 4 ft. White LED Flushmount Wraparound Light (and or equal and approved)
  - ENERGY STAR qualified for efficient energy usage and savings

- Ideal for replacing 2-light fluorescent T8 or T12 wraps
  - Efficient LED delivers 2400 lumens using just 40-Watt of energy
  - Thermal formed diffuser crafted of highly transmissive material to minimize lamp image and provide high-angle brightness control
  - Integrated LED technology eliminates the need for bulb replacements
  - Light engine delivers long life and excellent color to ensure quality, low-maintenance lighting
  - UL certified to U.S. and Canadian standards and listed for damp locations
2. Design House -Millbridge1-Light Oil Rubbed Bronze Ceiling Light Fixture (and or equal and approved)
- Durable construction with oil-rubbed bronze finish guarantees years of quality lighting
  - Hardware and 6 in. of wire included for installation
  - Uses one 60-watt medium base bulb (sold separately)
  - Alabaster glass shade makes a great choice for hallways, bedrooms and laundry rooms
  - UL listed to ensure the highest quality
3. Volume Lighting -1-Light White Indoor or Outdoor Polycarbonate Wall Mount Sconce with Honey Jelly Jar Bee Beehive Clear Glass Shade (and or equal and approved)
- Sturdy construction
  - Features a beehive / honey / jelly jar clear glass shade
  - Perfect complement to outdoor or indoor areas
  - Enjoy rain or shine-suitable for wet locations
  - Top quality corrosion-resistant polycarbonate ideal for coastal areas
  - Compact, trendy light fits easily in small spaces
  - Medium (E26) base compatible with incandescent, halogen, self-ballast-fluorescent and LED light bulbs
  - Compatible with all dimmers
  - Heat-resistant components safely withstand up to 60-Watt
  - 1-light fixture (bulb not included)
  - Individually inspected for quality assurance
  - UL listed for safety

#### Conduits:

- a. Interior Raceways: Raceways for wires inside the building, recessed in concrete and CMU, shall be rigid PVC, self-extinguishing, with proper type of fittings such as bell ends or terminal adapters. Rigid PVC conduits for use in wet walls and other locations as required by NEC 347 to be embedded in concrete. All surface-mounted raceways for wires including above suspended ceiling and inside drywalls shall be

EMT or rigid galvanized steel conduit conforming to ANSI C80.1. Fittings for steel conduits shall conform to ANSI C80.4.

- b. Steel conduits (or extra rigid heavy gauge PVC schedule 80) to be used in exterior works if exposed steel conduit (or schedule 40 PVC in concrete encasement), to be used when crossing roads (buried).
- c. Flexible conduits shall be of galvanized steel conforming to ANSI/UL Flexible conduits in wet areas shall be "Seal tight" type.
- d. Skirting Trunking: Shall be three-compartment, two piece construction, manufactured of rigid PVC with matte texture and manufacturer's standard color and shall be supplied with covers and accessories, including bends and tees, socket outlet plates, connectors, offsets, etc. Trunking and system component shall meet UL 94 requirements for non-flammable, self-extinguishing characteristics. Size shall be as shown on the drawings or as approved.
- e. Under-Floor Duct: Shall be three-compartment, two piece construction, manufactured of pre-galvanized sheet steel and finished generally to comply with BS 4672 Part 2 or equivalent standards and shall be supplied with covers and accessories, including bends and tees, socket outlet plates, connectors, offset, etc. Size shall be as shown on the drawings or as approved.
- f. Duct Banks: Duct banks for underground utilities shall be of rigid PVC conforming to NEMA TC 6, Type II for direct burial and Type I for encased burial in concrete for traffic areas. Size shall be as shown on the drawings or as approved.
- g. Unless indicated otherwise on the drawings, minimum size of conduits for interior installations shall be 20 mm diameter and for exterior installations shall be 50 mm diameter.

#### Wire Connections and Devices:

##### a) Cable Jointing:

Cable joints on PVC insulated and sheathed and MICC cables will under no circumstances be permitted.

If joints are required on XLPE/SWA/PVC mains and sub main cables, these must only be undertaken with the Project Manager's written permission.

Conductors shall be jointed color to color (or number to number). They shall be tested for condition and insulation resistance before jointing is commenced. The seals of cables shall not be removed until preparations for jointing are completed. Joints shall be completed on the same day as commenced. Straight through joints will not normally be permitted.



Joints in the copper conductors shall be by means of tinned copper connectors with the conductor firmly butted together and sweated solid with tinman's solder. Joints in rubber insulated or polyvinylchloride cables shall be insulated with pure rubber tape served to a thickness equal to the cable insulation.

Joints in paper insulated cables shall be insulated with high class impregnated cotton insulating tape served to a thickness equal to the cable insulation. Approved type cable spreaders shall be used where necessary to maintain insulation resistance value.

All joint boxes shall be completely filled with insulating compound of a suitable grade. Each box shall be topped up as necessary to ensure that it is properly filled.

Joint box compound shall have high dielectric strength and insulation resistance suitable for the working voltage of the cable. It shall be non- hygroscopic and be suitable in all respects for the type of joint being made.

Where there is any possibility of the ingress of oil into the sealing box, the compound used shall be of oil resistant type.

The jointing compounds shall be poured at the correct temperature specified by the makers. No plug or air vent shall be fitted until all air has been released from the joint box. Plugs and air vents shall be sealed with compound after filling.

All cable joints shall be carried out by experienced and authorized cable jointers only. Contractor to submit biodata of the cable jointers he would employ along with their experience certificates for approval of the Project Manager.

b) Mains Cable Terminations:

Unless otherwise specified, all cable terminations shall be in suitable sealing boxes and comply with the preceding clause where applicable.

Tails shall be of such cross section as to carry the full rated current of the cables to which they are connected and shall be VRI, TRS, PVC, or Varnished Cambric, as specified.

c) Connections to all other Electrical Equipment:

Connections to electrical accessories and equipment shall only be made with approved type termination equipment and materials compatible to the cables used.

Where shrouded clamp type terminations are to be used the cable insulation shall be removed sufficiently to allow for metal to metal contact without the bare conductor protruding outside the terminations.

Terminals screws shall be tightened to manufacturer's recommended torque.

Where terminations are to be made onto studs, approved type compression/solder lugs shall be used. Terminations shall be effectively shrouded and shall provide protection against direct contact.

### Windows

Damaged windows of the selected houses shall be repaired. The works will include the provision of sills and lintels. The Contractor should submit a proposed purchase order to the Project Manager for approval before purchasing products.

Single Windows: uPVC Single hung Window with clear security laminate glass in size of 24" x 48" (or equal and approved).

Double Windows: Two uPVC Single hung Windows with clear security laminate glass is in size of 36" x 48" will be used next to each other (or equal and approved).

Window and glass specifications are listed below;

- Wind load – windows should stand to 200 mph without failure.
- Minimum structural wind load – window should stand to the force equivalent of 230 mph which is for Category 5.
- Impact – should be tested with three missile strikes, ASTM E 1886 & 1996 Missile C (4 ft long 2" x 4" wooden missile at 40 ft/sec, or 27 mph).
- Security Laminate – 7.5 mm (glass “sandwich”<sup>[1]</sup> comprised of a 0.040" {1.0 mm} Polyurethane interlayer between two 3.2 mm glass sheets.
- Glazing is secured using high strength silicone structural adhesive, tensile strength 149 psi ASTM C1135.
- Fasteners should be coated stainless steel.
- Minimum 5-year warranty on frames and laminate glass.

Quality Assurance:

- A. Codes and Standards: The following codes and standards are intended to provide an acceptable level of quality for materials and products. The contractor may propose alternative codes and standards provided they give an equivalent degree of quality as the referenced codes and standards and are submitted for review and approval in advance of their use.

- |    |                            |   |
|----|----------------------------|---|
| 1. | ASTM<br>C 162<br>Products. | American Society for Testing and Materials<br>Definition of Terms Relating to Glass and Glass |
| 2. | ANSI                       | American National Standard Institute:   |

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<sup>[1]</sup> In all cases, multiple glazing units are listed from the outside surface progressing towards the inside surface.

- |                    |  |
|--------------------|--|
| Z 97.1             | Performance Specification and Methods of Test for Safety Glazing Material Used in Buildings. |
| 3. F.S.            | Federal Specifications:  |
| DD-G-4-451C        | Glass, Plate, Sheet, Figured (Flat for Glazing, Mirrors and other uses)                      |
| DD-G-1403B         | Glass, Plate (Float), Sheet, Figured and Spandrel (Heat Strengthened and Fully Tempered)     |
| 160CFR 120         | Federal Safety Standard for Tempered Glass   |
| 4. BSI             | British Standards  |
| Institution BS 952 | Glass for Glazing  |

### Doors

Damaged windows of the selected houses shall be repaired. The works will include the provision of sills and lintels. Three proposed door sizes and types are listed below;

- Aluminium Single Exterior Doors 36" x 80"
- Aluminium Double Exterior Doors 72" x 80"
- Solid Core Timber Interior Doors 32" x 80"

The Contractor should submit a proposed purchase order to the Project Manager for approval before purchasing products. All doors should withstand impacts of hurricane forces at 185 miles per hour.

Aluminum doors and frames shall be furnished by manufacturer, regularly engaged in manufacture of aluminum doors and frames. Doors and frames shall be the type and size indicated on the Drawings. Each unit shall include sub frame, frame, door, weather-stripping, applicable hardware and anchors. Units shall be assembled at the factory and shall be suitable for receiving single or double-glazing as indicated on the Door Schedule. Glass shall be factory installed and in accordance with applicable technical spec

### Materials:

#### A. Frames:

Frames with sidelights and transoms shall be extruded aluminum type 6063- T5 alloy in accordance with ASTM 8-221 of profile and dimensions as shown on the Drawings, complete with extruded aluminum security type snap-in glass stops for sidelights and transom lights of profile to suit frame section. Nominal wall thickness shall be 3 mm.

Frames for use in precast concrete and masonry openings without sidelights or transoms shall be extruded aluminum type 6063- T5 alloy in accordance with ASTM

8-221. Frames shall be of profile and dimensions as shown on the Drawings and shall have a nominal wall thickness of 3 mm.

B. Doors:

Shall be extruded aluminum, type 6063- T5 alloy in accordance with ASTM 8-221. Door thickness and dimensions of vertical stiles, head and sill shall be as shown on the Drawings and the nominal thickness of the profiles shall be 3 mm. Doors shall have tinted safety tempered glass, as shown on the Drawings, secured snap-in type glass stops and neoprene glazing silencers.

C. Sidelight and transom light glass shall be the type and thickness shown on the Drawings and in accordance with Section 08800, Glass and Glazing, and shall be tempered glass.

Design Criteria:

A. Allowable Tolerances

- Hollow Extrusions: 0.25 mm
- Size Tolerance Dimensions within 1.6 mm

B. Source Quality Control

- Air Infiltration Test: Exterior door and frame units when tested in accordance with ASTM E-283 shall have maximum infiltration of - 0.000024 m<sup>3</sup>/sec./m crack length.
- Water Penetration Test: Exterior door and frame units when - tested in accordance with ASTM E-331 shall have no water penetration for 15 minutes when unit is subjected to rate of flow of 0.203 m<sup>3</sup>/sec./m<sup>2</sup> with differential pressure across the unit of 0.30 kPa.
- Wind Load Test: Exterior door and frame units when tested in accordance with ASTM 0-330 to minimum 1.5 kPa positive and negative load for 10 seconds shall have maximum deformation of frame member 0.4 percent of span length with no damage to fasteners and hardware.

### **Mold**

Some houses have been affected by mold due to being exposed to rain and humidity in the lack of proper roof. The Contractor shall remove all items affected by mold. Given the unique nature of each house's damage, the final extent of the mold removal will be determined by an Assessment Consultant.

### **Plaster Works**

The Contractor shall furnish all labor, materials, equipment, methods, operating and services required for the complete installation of plaster in accordance with the specifications and the applicable drawings.

**Collection and final disposal of wastes**

Collection of the waste generated from the construction activities and its disposal in the Government's landfill site is the responsibility of the Contractor. Contractor must bring it to the Government indicated dumpsite on a regular basis and at its own expense. Contractor will seek approval from the Project Manager regarding the days, times and manner in which waste can be collected and transported. It is forbidden to throw, put down or leave behind trash or remnants of provisions, paper, cans, bottles or another packaging on or by the road that is open to the public or a place nearby.

**5.- EMPLOYMENT AND RESIDENCE PERMITS; CONSTRUCTION CAMPS**

Persons who are holders of the Dutch nationality, regardless of place of birth, do NOT require an employment permit. They would need to register at Immigration Office, and the requirements there are simply the contract information and purpose of stay on Sint Maarten.

Concerning persons who do NOT have the Dutch nationality, the Contractor would need to provide for each staff a dossier with the following list of documents in order to get the labor permit waiver:

- Letter of request, with substantiation of why these persons are being hired externally
- Copy passport
- Copy CV
- Copy relevant diploma's
- Copy contract

Information on residence permit/waiver and construction camps will be provided through an amendment to the bidding documents.

**6.- ATTACHMENTS**

- Terms of Reference -- Sint Maarten Emergency Recovery Project I (ERP I, World Bank ref. P167339) Consultancy Services for Technical Assessment of Damaged Homes
- Scope of Works Guidelines
- Generic Details

## **Environmental, social, health and safety requirements**

### **Code of Conduct**

The Code of Conduct should be signed by each worker to indicate that they have: received a copy of the code; had the code explained to them; acknowledged that adherence to this Code of Conduct is a condition of employment; and understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

### **C-ESMP and Management Strategies and Implementation Plans**

The Environmental, social, health and safety requirements to be met by the Contractor will be described in the Upgraded Environmental and Social Management Plan (U-ESMP), which will be communicated to Bidders through an amendment to the RFB. The minimum content of the requirements is defined below in this section.

The Contractor shall submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP) for each of the Sections of the Works, in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

The C-ESMP should be designed to manage the following key Environmental, Social, Health and Safety (ESHS) risks.

- Site Security and Protection of Works
- Traffic Control- to ensure safety of local communities from construction traffic;
- Noise Control, Use and Management of Hazardous materials, Site Stabilization, Erosion Control,
- Management of trash, debris, transport and final disposition into authorized sites;
- Management of Worker Sanitation
- Strategy for obtaining Consents/Permits prior to the start of relevant works, including consent from homeowners;
- Environmental, Health and Safety of workers
- Prevention of Gender based violence and sexual exploitation and abuse (GBV/SEA) and response action plan.
- Incident tracking system

The Contractor shall not carry out any works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts.

The C-ESMP shall be approved prior to the commencement of construction activities. The approved C-ESMP shall be reviewed, periodically (but not less than every three (3) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.

### **Minimum Content of ESHS requirements**

Contractor will prepare and submit to the Employer on a monthly basis, and throughout the duration of the Contract, Contractor's C-ESMP project reports, at a minimum information containing:

- consent/permit conditions
- required standards including World Bank Group EHS Guidelines <http://documents.worldbank.org/curated/en/157871484635724258/pdf/112110-WP-Final-General-EHS-Guidelines.pdf>
- grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA
- GBV/SEA prevention and management
- Any other requirement indicated in Upgraded Environmental and Social Management Plan (U-ESMP).

### **Payment for ESHS Requirements**

The cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Contractor's rates for the relevant works. Provisional sums have been set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the Contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.





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

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

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## General Conditions of Contract

### A. General

#### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

- (l) Days are calendar days; months are calendar months.
- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a

mechanical, electrical, chemical, or biological function.

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

- 2. Interpretation** 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities, and
  - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's Country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and



- may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and

Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

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

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

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

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

## **13. Insurance**

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

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

- (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of

the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

- 18. Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the

Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).]

**23. Appointment of the Adjudicator**

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

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

**24. Procedure for Disputes**

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

**25. Fraud and Corruption**

25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and

procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.

- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **B. Time Control**

### **26. Program**

- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

### **27. Extension of the Intended Completion Date**

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the

Contractor to incur additional cost.

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

**28. Acceleration**

28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**29. Delays  
Ordered by the  
Project  
Manager**

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**30. Management  
Meetings**

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**31. Early Warning**

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as

reasonably possible.

- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

- 32. Identifying Defects** 32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 33. Tests** 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 34. Correction of Defects** 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 35. Uncorrected Defects** 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

### D. Cost Control

- 36. Contract Price** 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the** 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25



**Contract Price**

percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

**38. Variations**

38.1 All Variations shall be included in updated Programs produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a

minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerate the contract completion period; or
- (b) reduce the Contract Price or the life cycle costs to the Employer; or
- (c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yield any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

### **39. Cash Flow Forecasts**

39.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### **40. Payment**

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the

**Certificates** cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.

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

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

**41. Payments**

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

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

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

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

**42. Compensation Events**

42.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by

the Site Possession Date pursuant to GCC Sub-Clause 20.1.

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

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

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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

#### 43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

#### 44. Currencies

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

#### 45. Price Adjustment

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

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

where:

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

$A_c$  and  $B_c$  are coefficients<sup>1</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions,

<sup>1</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient  $A_c$ , for the

respectively, of the Contract Price payable in that specific currency “c;” and

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

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

#### **46. Retention**

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

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### **47. Liquidated Damages**

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

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nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

- 48. Bonus**
- 48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 49. Advance Payment**
- 49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 50. Securities**
- 50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.
- 51. Dayworks**
- 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

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

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

**52. Cost of Repairs**

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

**E. Finishing the Contract**

**53. Completion**

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

**54. Taking Over**

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

**55. Final Account**

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

**56. Operating and Maintenance Manuals**

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

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.



**57. Termination**

- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
  - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
  - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - (f) the Contractor does not maintain a Security, which is required;
  - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
  - (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 57.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager

shall decide whether the breach is fundamental or not.

- 58. Payment upon Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 59. Property**
- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of Bank Loan or Credit**
- 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
  - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

## **APPENDIX A TO GENERAL CONDITIONS**

### **Fraud and Corruption**

#### **1. Purpose**

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

and/or contract execution, and to have them audited by auditors appointed by the Bank.

**APPENDIX B****Environmental, Social, Health and Safety (ESHS)****Metrics for Progress Reports****To be adjusted according to Project's ESMF and Contractor's C-ESMP**

## Consent/permit conditions

1. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
2. status of all permits and agreements:
3. list areas/facilities with permits required (final solid waste disposition facility), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent),

## Required standards including World Bank Group EHS Guidelines

1. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
2. health and safety incidents, accidents, injuries and all fatalities that require treatment;
3. health and safety supervision:
4. worker accommodations:

## Grievance Redress Mechanism

1. Grievances: list new grievances
2. Worker grievances;
3. Community grievances

## GBV/SEA prevention and management

1. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
2. Gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
3. Number of new workers, number receiving induction training, dates of induction training;
4. Number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
5. Number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.

6. Number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

Environmental and social supervision:

1. Environmental and social specialists: Days worked, areas inspected and numbers of inspections of each, highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to EHS or social specialist/construction/site management;
2. Community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
3. Traffic and vehicles/equipment:
4. Environmental mitigations and issues (what has been done during reporting period):
  - i. Dust, air noise pollution control measures:
  - ii. waste management:
  - iii. details of water protection mitigations required undertaken in the reporting period.
  - iv. other unresolved issues from previous reporting periods related to environmental and social:





## Section IX - Particular Conditions of Contract

<b>A. General</b>																															
<b>GCC 1.1 (b)</b>	n/a																														
<b>GCC 1.1 (d)</b>	The financing institution is: World Bank																														
<b>GCC 1.1 (r)</b>	The Employer is: <i>National Recovery Program Bureau (NRPB)</i> Address: <i>W.J.A. Nisbeth Road 57</i> City: <i>Philipsburg</i> Country: <i>Sint Maarten</i>																														
<b>GCC 1.1 (v)</b>	<p>The Intended Completion Date for each of the Sections in which the Works have been divided shall be:</p> <p style="color: red;"><i>[use the following if the contract is for One (1) Lot]</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <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 28 Houses</td> <td style="text-align: center;">225 days</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Second 28 Houses</td> <td style="text-align: center;">340 days</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Remaining approx. 27 Houses</td> <td style="text-align: center;">450 days</td> </tr> </tbody> </table> <p style="color: red;"><i>[use the following if the contract is for Two (2) Lots]</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <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 56 Houses</td> <td style="text-align: center;">225 days</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Second 56 Houses</td> <td style="text-align: center;">340 days</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Remaining approx. 55 Houses</td> <td style="text-align: center;">450 days</td> </tr> </tbody> </table> <p style="color: red;"><i>[use the following if the contract is for Three (3) 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</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </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 28 Houses	225 days	2.	Second 28 Houses	340 days	3.	Remaining approx. 27 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 56 Houses	225 days	2.	Second 56 Houses	340 days	3.	Remaining approx. 55 Houses	450 days	Section	Description (as per the Specifications)	Days (counted from the approval by the			
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Section	Description (as per the Specifications)	Days (counted from the approval by the																													

			Project Manager of Section pricing and Work Program)
	1.	First 83 Houses	225 days
	2.	Second 83 Houses	340 days
	3.	Remaining approx. 84 Houses	450 days
<b>GCC 1.1 (y)</b>	The Project Manager is <i>[insert name, address, and name of authorized representative]</i> .		
<b>GCC 1.1 (aa)</b>	The Site is located at <i>several places in Sint Maarten, as per the “List of houses that are being subject to the screening procedures”, which is referred to in the Specifications.</i>		
<b>GCC 1.1 (dd)</b>	The Start Date shall be <i>14 days after the approval by the Project Manager of Section 1 pricing and Work Program.</i>		
<b>GCC 1.1 (hh)</b>	<p><i>[use the following if the contract is for One (1) Lot]</i></p> <p>The Works consist of <i>the repairs of 67-83houses 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 133-167 houses damaged by Hurricane Irma (Two (2) Lots).</i></p> <p><i>[use the following if the contract is for Three (3) Lots]</i></p> <p>The Works consist of <i>the repairs of 200-250 houses damaged by Hurricane Irma (Three (3) Lots).</i></p>		
<b>GCC 1.1 (ii)</b>	<p>The following is added as GCC 1.1. (ii)</p> <p>“ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.</p>		
<b>GCC 1.1 (jj)</b>	<p>The following is added as GCC 1.1. (jj)</p> <p>A Section Task Order is a document issued by the Employer by which it instructs the Contractor to initiate the works pertaining to any Section in which the Works have been divided.</p>		
<b>GCC 1.1 (kk)</b>	<p>The following is added as GCC 1.1. (kk)</p> <p>A Section Task Order Amendment is a document issued by the Employer by which it amends a Section Task Order.</p>		

<b>GCC 2.2</b>	Sectional Completions are: <i>defined in GCC 1.1 (v)</i> .
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: (i) the C-ESMP, once agreed upon the parties; and (ii) Code of Conduct (ESHS) , once agreed upon the parties.
<b>GCC 3.1</b>	The language of the contract is <i>English</i> .  The law that applies to the Contract is the law of <i>Sint Maarten</i> .
<b>GCC 4.1</b>	The Employer reserves for itself the authority to issue Section Task Orders and Section Task Order Amendments.
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>n/a</i> .
<b>GCC 9.1</b>	<b>Key Personnel</b> GCC 9.1 is replaced with the following:  9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.  <i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]</i>
<b>GCC 9.2</b>	<b>Code of Conduct (ESHS)</b>  The following is inserted at the end of GCC 9.2:  “The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime).”
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:  <i>[use the following if the contract is for One (1) Lot]</i>  (a) for loss or damage to the Works, Plant and Materials: <i>US\$2,000,000</i> . <i>Deductible: US\$40,000.</i>

	<p>(b) For loss or damage to Equipment: <i>US\$500,000. Deductible: US\$10,000.</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\$4,000,000. Deductible: US\$80,000.</i></p> <p>(b) For loss or damage to Equipment: <i>US\$1,000,000. Deductible: US\$20,000.</i></p> <p><i>[use the following if the contract is for Three (3) Lots]</i></p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>US\$6,000,000. Deductible: US\$120,000.</i></p> <p>(b) For loss or damage to Equipment: <i>US\$1,500,000. Deductible: US\$30,000.</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>(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>(ii) of other people: <i>USD\$1,000,000. No deductible</i></p>
<b>GCC 14.1</b>	<p>Site Data are: <i>The list of houses to be assessed by the Assessment Consultant will be provided to interested bidders upon request per email at least 15 days prior to bid opening.</i></p>
<b>GCC 16. 2)</b>	<p><b>ESHS Management Strategies and Implementation Plans</b></p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“ <b>16.2</b> The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part</p>

	<p>of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities. The approved C-ESMP shall be reviewed, periodically (but not less than every three (3) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
<b>GCC 20.1</b>	<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 42 houses per lot).</p>
<b>GCC 23.1 &amp; GCC 23.2</b>	<p>Appointing Authority for the Adjudicator: Arbitration and Mediation Court of the Caribbean Inc. (AMCC) <a href="https://www.caribcourt.org/">https://www.caribcourt.org/</a></p>
<b>GCC 24.3</b>	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>US\$350.00</i> plus travel expenses and disbursements.</p>
<b>GCC 24.4</b>	<p>Institution whose arbitration procedures shall be used:</p> <p><b><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></b></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>The place of arbitration shall be: <i>[Insert city and country]</i></p>
<b>B. Time Control</b>	
<b>GCC 26.1</b>	<p>The Contractor shall submit for approval a Program for the Works <i>of each Section jointly with the pricing of such a Section, as described in the Specifications.</i></p>
<b>GCC 26.2</b>	<b>ESHS Reporting</b>

	<p>Inserted at the end of GCC 26.2:</p> <p>“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> <li>• confirmed or likely violation of any law or international agreement;</li> <li>• any fatality or serious (lost time) injury;</li> <li>• significant adverse effects or damage to private property</li> <li>• major pollution of drinking water facilities or damage or destruction of rare or endangered habitat (including protected areas) or species; or</li> <li>• any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.</li> </ul>
<b>GCC 26.3</b>	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is US\$ 5,000.</p>
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	<p>The Defects Liability Period is: 180 days. <i>The period will apply to each house and count from the issuance of the House Certificate of Completion, as defined in GCC 53.1.</i></p>
<b>D. Cost Control</b>	
<b>GCC 38.2</b>	<p>At the end of 38.2 add after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>
<b>GCC 38.7</b>	<p>If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be 0% of the reduction in the Contract Price.</p>

<b>GCC 38.7</b>	<p>In the first paragraph insert new sub-paragraph (d):</p> <p>“(d) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;”</p>
<b>GCC 40</b>	<p>Add new GCC 40.7:</p> <p>40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</li> <li>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</li> <li>(vi) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).</li> </ul>
<b>GCC 44.1</b>	<p>The currency of the Employer’s Country is: <i>US Dollars (US\$)</i>.</p>
<b>GCC 45.1</b>	<p>The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45.</p>

<b>GCC 46.1</b>	The proportion of payments retained is: 5%.
<b>GCC 46.2</b>	The sub-clause should read as follows: “Upon the issue of each <i>House Certificate of Completion</i> by the Project Manager, in accordance with GCC 53.1, half the total amount retained for each house shall be repaid to the Contractor and half when the Defects Liability Period for such a house has passed and the Project Manager has certified that all Defects corresponding to such a house and notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.”
<b>GCC 47.1</b>	The liquidated damages for <i>each Section of the Works</i> are 0.10 percent per day of the approved pricing of the Section. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
<b>GCC 48.1</b>	n/a
<b>GCC 49.1</b>	The Advance Payments shall be: 10% of the contract amount and shall be paid to the Contractor <i>no later than 28 days counting from the submission by the Contractor of an acceptable Advance Payment Security.</i>
<b>GCC 50.1</b>	An Environmental, Social, Safety and Health (ESHS) Performance Security <i>shall not</i> be provided to the Employer.
<b>GCC 50.1</b>	The Performance Security amount is <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]</i>  - Performance Security – Bank Guarantee: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.  <i>[The <b>Bank Guarantee</b> shall be unconditional (on demand) (see Section X, Contract Forms). The Performance Security shall be 10% of the Accepted Contract Amount (see Section X, Contract Forms).]</i>
<b>E. Finishing the Contract</b>	
<b>GCC 53.1</b>	<i>The following is added to GCC 53.1: “The Contractor shall additionally request the Project Manager to issue a House Certificate of Completion, and the Project Manager shall do so upon deciding that the works pertaining to such a house is completed.”</i>
<b>GCC 54.1</b>	<i>Taking over should take place for each house.</i>
<b>GCC 56.1</b>	n/a



<b>GCC 56.2</b>	n/a
<b>GCC 57.2 (g)</b>	The maximum number of days <i>depends upon which is the Section that suffered delays.</i>
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.



## Section X - Contract Forms

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## 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, Lot 2 and Lot 3 (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, Lot 2 and Lot 3 (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 the . . . . .day 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, Lot 2 and Lot 3 (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, Lot 2 and Lot 3 (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]*,<sup>1</sup> 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...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> *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.*

<sup>2</sup> *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.

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*[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, Lot 2 and Lot 3 (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]*<sup>1</sup> 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.

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<sup>1</sup> *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]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (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.***

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion 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."*