



# USER GUIDE FOR PROCUREMENT OF WORKS UNDER THE EDCF LOAN



Economic Development  
Cooperation Fund



Ministry of Economy  
and Finance



Korea Eximbank  
THE EXPORT-IMPORT BANK OF KOREA





# **USER GUIDE** FOR PROCUREMENT OF **WORKS** UNDER THE EDCF LOAN



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## Abbreviations

<b>BDS</b>	Bid Data Sheet
<b>CB</b>	Competitive Bidding
<b>EDCF</b>	Economic Development Cooperation Fund
<b>ELI</b>	Eligibility Form
<b>EXP</b>	Experience Form
<b>FIN</b>	Financial Data Form
<b>GC</b>	General Conditions
<b>IFB</b>	Invitation for Bids
<b>ITB</b>	Instructions to Bidders
<b>JVA</b>	Joint Venture or Association/Consortium
<b>LIT</b>	Pending Litigation Form
<b>PC</b>	Particular Conditions
<b>SBD</b>	Standard Bidding Document

## Glossary

<b>The Bank</b>	The Export-Import Bank of Korea, which has been entrusted by the Government of the Republic of Korea with the operation and management of the EDCF.
<b>Borrower</b>	The party to the Loan Agreement to which the Bank has agreed to make the Loan.
<b>Bid</b>	The word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents.
<b>Contractor</b>	The legal entity that is party to and performs a works contract, the other party to the contract being the “Employer.”
<b>Consultant</b>	The legal entity employed by the Employer to provide services in accordance with the terms and conditions of the Loan Agreement between the Borrower and the Bank, including: (i) pre-investment studies; (ii) detailed engineering and design; and/or (iii) project implementation, which may involve supervision of project execution.
<b>EDCF</b>	The Economic Development Cooperation Fund which is the fund established by the government of the Republic of Korea under the Economic Development Cooperation Fund Act of the Republic of Korea.
<b>Guidelines</b>	The most recent version of the Guidelines for Procurement under the EDCF Loan, as amended or revised from time to time
<b>Employer</b>	One of the two parties to a works contract, the other party being the “Contractor.”
<b>Joint Venture</b>	An ad hoc association of firms that pool their resources and skills to undertake a large or complex contract in the role of “Contractor,” with all firms (partners in the JVA) being legally liable, jointly and severally, for the execution of the contract in the event of a partner’s withdrawal.

<b>Korean Won</b>	Korea Won or the sign “₩” means the lawful currency of the Republic of Korea.
<b>Loan</b>	The Loan provided for in the Loan Agreement
<b>Management Contractor</b>	A firm, acting in the role of “Contractor,” that does not normally perform contract construction work directly, but manages the work of other (sub)contractors, while bearing full responsibility and risk for price, quality, and timely performance of the works contract.
<b>Nominated Subcontractor</b>	An enterprise selected and retained by the Employer to provide a pre-specified item in the Bill of Quantities and nominated as subcontractor to the main Contractor for such purpose.
<b>Specialist Subcontractors</b>	A specialist enterprise engaged for highly specialized processes such as chemical grouting or underwater repair work which cannot be provided by the main Contractor.
<b>Prequalification</b>	An assessment made by the Employer of the appropriate level of experience and capacity of firms expressing interest in undertaking a particular contract before inviting them to bid.
<b>Postqualification</b>	An assessment of the appropriate level of experience and capacity of firms made by the Employer during the evaluation of bids to ensure that the lowest-evaluated, responsive, eligible bidder is qualified to perform the contract.
<b>US Dollar</b>	US Dollar or the sign “US\$” means the lawful currency of the United States of America
<b>Works</b>	The total work involvement in a construction contract, including the “Permanent” Works or finished product as specified, and the “Temporary” Works required by the Contractor for the execution and completion of the contract.
<b>Writing</b>	For the purpose of this document, any authenticated handwritten, typed, or printed communication, including telex, cable, electronic mail, and facsimile transmission, with proof of receipt when, and in the form, requested by the sender.

## Guide

- (a) The use of the Standard Bidding Document for Procurement of Works [SBD], as published by EDCF, is mandatory for all civil works of the admeasurement (unit price or rate) type to be procured through competitive bidding (CB) and financed by EDCF Loans.
- (b) This SBD has been developed as a standard document, which must be utilized in its entirety without any modification or addition to the standard sections of the document, specifically Section I - Instructions to Bidders and Section VII - General Conditions (GC). Should the ITB and/or GC of the Bidding Document prepared by the Employer include modifications to the ITB and/or GC contained in this SBD, such modifications shall not be deemed valid by EDCF. In such instances, EDCF will require the Employer to revise the Bidding Document to ensure that the ITB and/or GC, as stipulated herein, are applied.
- (c) All information and data relevant to each individual contract, which are required by Bidders to prepare responsive Bids, must be provided by the Employer in the following sections: the Bid Data Sheet (Section II), the Evaluation and Qualification Criteria (Section III), the Eligible Countries (Section V), the Works Requirements (Section VI), the Particular Conditions (Section VIII), and the Contract Forms (Section IX).
- (d) In providing the information and data as specified in the sections above, the Employer shall observe the following directions:
  - (i) Specific details, such as the name of the Employer and the address for Bid submission, shall be entered in the spaces indicated by italicized notes enclosed in brackets.
  - (ii) The footnotes and italicized notes contained in this SBD, except for those relating to forms to be completed by the Bidders or instructions directed to the Bidders, are not part of the Bidding Document. These footnotes and notes serve solely as guidelines and instructions for the Employer and shall be removed from the final Bidding Document issued to the Bidders.
  - (iii) In instances where alternative clauses or texts are provided, the Employer shall select the clause or text most suitable for the particular contract and shall discard any alternative text that is not applicable.
- (e) Unless otherwise specifically agreed upon with EDCF, the Particular Conditions shall not materially alter the provisions of the General Conditions.



- (f) Prequalification is, in principle, a prerequisite for bidding on large or complex works. If no prequalification has been conducted prior to the bidding process, the assessment of qualification criteria shall be carried out during the bidding stage. Consequently, two alternatives are provided in Section III - Evaluation and Qualification Criteria, and the Employer shall select the appropriate alternative to be incorporated into the actual Bidding Document.
- (g) The complete draft of the Bidding Document, as prepared by the Employer, shall be submitted to EDCF for review and approval, in accordance with the relevant Loan Agreement, prior to being issued to prospective Bidders.

# SBD for Procurement of Works

## Summary

### INVITATION FOR BIDS (IFB)

## PART 1 – Bidding Procedures

**Section I. Instructions to Bidders** (This Section I to be used, when the Single-Stage, Two-Envelope Bidding has taken place for Bidding Procedure)

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

**Section II. Bid Data Sheet**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

**Section III. Evaluation and Qualification Criteria** (This Section III to be used when Prequalification has not taken place before bidding)

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

**Section IV. Bidding Forms** (This Section IV to be used when Prequalification has not taken place before bidding)

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

**Section V. Eligible Countries**

This Section contains information regarding eligible countries.

## **PART 2 – Works Requirements**

### **Section VI. Works Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

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

### **Section VII. General Conditions (GC)**

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

### **Section VIII. Particular Conditions (PC)**

This Section consists of Part A, Contract Data, which contains data, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

### **Section IX. Annex to the Particular Conditions - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

## Guide

The following provisions set forth standard arrangements for the review by the Bank of procurement actions taken by Borrowers in cases where competitive bidding is required in the procurement of goods or works. These provisions shall apply to all such cases except as otherwise agreed by the Bank. Procedures for review of contract and its modification shall be subject to the following provisions of General Terms and Conditions Applicable to EDCF Loan Agreements.

### 1. Prequalification Procedure

- (a) **Prequalification Invitation.** The prequalification invitation and all related documents (including the proposed prequalification methodology and criteria) shall show the loan number and shall be approved by the Bank before they are issued. For this purpose, one copy of the draft prequalification invitation and all related documents shall be submitted to the Bank for approval.
- (b) **Issue of Prequalification Invitation.** As soon as the prequalification invitation has been advertised and notified, the Bank shall be furnished with a report including a copy of the prequalification invitation as issued and a copy of the newspaper advertisement as published.
- (c) **Proposal for Prequalification.** As soon as the prequalification applications have been evaluated, approval of the Bank shall be obtained to the results of the evaluation before such results are communicated to the applicants for prequalification. For this purpose, the Bank shall, promptly after the evaluation of prequalification application, be furnished with a copy of (i) a list of the applicants for prequalification; (ii) a summary and evaluation of the applications; and (iii) the proposal for prequalification (together with the consultants' recommendations, where applicable).

### 2. Competitive Bidding

- (a) **Invitation to Bid and Bidding Documents:** The invitation to bid and all related bidding documents (including bidding instructions and conditions, specifications, form and conditions of contract) shall show the loan number and shall be approved by the Bank before they are issued. For this purpose, a copy of the invitation to bid and all related bidding documents shall be submitted to the Bank. The draft bidding documents to be submitted to the Bank for approval shall show all important conditions of bidding including the proposed bidding period and the proposed delivery period.

- (b) **Issue of Invitation to Bid.** As soon as the invitation to bid has been advertised as required in section 2.03, the Bank shall be furnished with a report including a copy of the invitation to bid as issued and a copy of the newspaper advertisement as published.
- (c) **Proposal for Award.** As soon as the bids received have been evaluated, approval of the Bank shall be obtained to the proposal for award of contract before a contract is awarded. For this purpose, the Bank shall be furnished with a copy of (i) an account of the public opening of the bids; (ii) a summary and evaluation of the bids; (iii) the proposal for award (together with the consultants' recommendations, where applicable); (iv) a draft contract; and (v) an appropriate certificate of the eligibility of the proposed contract where required by the Bank. In case the bidding procedure allows for more than one stage, the Bank's approval of the results of the evaluation at each stage shall be obtained before the results are communicated to the bidder.
- (d) **Award of Contract.** Promptly after each contract is awarded, the Bank shall be furnished with two copies of the contract as executed. If the final contract proposed to be executed differs substantially from the draft contract previously approved by the Bank, or if any substantial amendment of the contract is proposed after its execution, the proposed changes shall be submitted to the Bank for prior approval.

## BIDDING DOCUMENTS

Issued on: \_\_\_\_\_

For the

**Procurement of**

**[*insert: identification of the Works*]**

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**CB No:** [*insert: CB number*]

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

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

<<Note>>

This is a sample cover page for the actual Bidding Document. The parameters filled in should all be identical to the ones used in the Invitation for Bids (IFB) and the Bid Data Sheet (BDS)

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## Invitation for Bids (IFB)

<<Note>>

In accordance with the Guidelines for Procurement under the EDCF Loan (as defined in Section 2.03), the Invitation for Bids (IFB) / Specific Procurement Notice (SPN) shall be advertised in English, in at least one newspaper of general circulation (in an English language newspaper if possible) in the Borrower's country. Notification shall be given in sufficient time to enable prospective bidders to obtain the Bidding Documents, and prepare and submit their responses. A copy of the IFB shall be promptly submitted to the Export-Import Bank of Korea for advertisement on its Procurement Notices Web site.

The Invitation for Bids provides information that enables potential bidders to decide whether to participate. Apart from a summary description of the works, the Invitation for Bids should also indicate any important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in similar works for which the Invitation for Bids is issued).

It is critical that the content of the IFB be consistent with the information contained in Section II, Bid Data Sheet (BDS). In particular, the dates, times, and place for bid submission and opening and the amount required for bid security in the IFB must be carefully checked to ensure consistency with the BDS.

### Guide

When preparing the Invitation for Bids:

- (a) specific details, such as the name of the Employer and the address for Bid submission should be furnished in the spaces indicated by italicized notes inside brackets.
- (b) the footnotes and italicized notes are not part of the actual Invitation for Bids, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document to be issued to the Bidders.

The IFB is not a part of the Bidding Document and therefore it shall not be included in the Bidding Document. However, the Employer shall make sure that its contents are consistent with the information contained in Section II, Bid Data Sheet.



## Invitation for Bids (IFB)

[ insert : Issuing date of the IFB ]<sup>1</sup>

[ insert : Name of Country ]

[ insert : Name of Project ]

[ insert : Brief Description of Works ]

[ insert : Loan/Credit No. ]

1. The [insert: Name of the Borrower or recipient] has received<sup>2</sup> (or where appropriate, “has applied for”) a Loan from the Export-Import Bank of Korea from the resources of the Economic Development Cooperation Fund (EDCF) of the Republic of Korea in the amount of [insert: Amount in US Dollars] toward the cost of [insert: Name of Project] and intends to apply a portion of the proceeds of this loan to payments under the contract for [insert: Name of Contract and Contract No.]<sup>3</sup>
2. The Project Executing Agency now invites sealed bids from eligible bidders for [insert: description of Works to be procured]<sup>4</sup>.
3. Bidding will be conducted through Competitive Bidding (CB) procedures specified in the Guideline for Procurement under EDCF Loans, and is open to all eligible bidders that meet the following minimum qualification criteria. [insert: eligibility of bidders and key qualification criteria relating to specific experience and capabilities]<sup>5</sup>
4. Interested eligible Bidders may obtain further information from [insert: the name of Project Executing Agency] and inspect the bidding documents at the address below<sup>6</sup> from [insert: office hours]<sup>7</sup>.
5. A complete set of bidding documents may be purchased by any interested Bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of [insert: amount in local currency or in a convertible currency]<sup>8</sup>. The method of payment will be [insert: method of payment]<sup>9</sup>. The document will be sent by [insert: delivery procedure]<sup>10</sup>.
6. Bids must be delivered to the address below at or before [insert: time and date]. All bids must be accompanied by a bid security of [insert: fixed amount or minimum percentage of bid price]<sup>11</sup>. Late bids shall be rejected. Bids will be opened in the presence of the Bidder’s representatives who choose to attend at the address below<sup>12</sup> at [insert: time and date].
7. The [insert: the name of Employer] will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids.

[insert: name of office]  
 [insert: name of officer]  
 [insert: postal address] and/or [insert: street address including zip code]  
 [insert: telephone number, indicate country and city code]  
 [insert: facsimile number and/or e-mail address]

- 
- 1 Day, month, year; for example, 31 January 2025, or other unambiguous, internationally understood representation of the date.
  - 2 Substitute “has applied for” in case an advance procurement action is approved by the Export-Import Bank of Korea.
  - 3 Insert the following if applicable: “This Contract will be jointly financed by [insert: the name of Co-financing Agency]. Bidding will be governed by the Export-Import Bank of Korea’s eligibility rules and procedures.”
  - 4 Insert the following if applicable: “The delivery/construction period is [insert: number of days/months/years or dates].”
  - 5 Bidding documents may require Bidders to have specific experience and/or certain capabilities necessary to perform the contract; such restrictions should be included in this paragraph.
  - 6 If this is not the address stated at the bottom of the Invitation of Bids, revise the text accordingly and include the address where the bidding documents may be inspected.
  - 7 For example, 09:00 to 17:00 hours.
  - 8 The fee chargeable should only be nominal to defray reproduction and mailing costs, to ensure that only bona fide bidders will request bidding documents and not so high as to discourage bidders.
  - 9 For example, cashier’s check, direct deposit to a specified bank and account number, etc.
  - 10 The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may also be required.
  - 11 The amount of bid security should be stated as a fixed amount or as a minimum percentage (approximately 2-3%) of the Bid Price. Alternatively, if a bid security is not required, the paragraph should so state.
  - 12 The place for bid opening may not be the same as that for inspection or issuance of documents or for bid submission. If they differ, each address must appear at the end of the notice and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. However, only one office should be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between bid submission and opening.

The background is a deep blue with various shades of blue geometric shapes, including triangles and polygons. Overlaid on this is a white network diagram consisting of numerous small dots connected by thin white lines, forming a complex web. A large, semi-transparent white rectangle is positioned in the lower half of the image, containing the text.

# PART 1

## **Bidding Procedures**

## Section I. Instructions to Bidders

(Single-Stage, One-Envelope Bidding Procedures)

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Please refer to the Section I. Introductions to Bidders(Single-Stage, One-Envelope Bidding Procedure) of [*EDCF Standard Bidding Document (SBD) Procurement of Works*] for this content.

# Section I. Instructions to Bidders

(Single-Stage, Two-Envelope Bidding Procedures)

## Guide 1

This section specifies the procedures to be followed by Bidders when preparing and submitting their Bids. Information is also provided on the submission, opening, evaluation of bids, and award of contract.

The use of the Instructions to Bidders set forth in Section I. Introductions to Bidders of EDCF Standard Bidding Document (SBD) for the Procurement of Works is required in all bidding documents for the civil works of an admeasurement (unit price or rate) type designed by the Employer to be financed by EDCF Loans, and these shall be used without modification.

A copy of the Standard Instructions to Bidders shall be attached to the Bidding Document prepared by the Employer. If the Instructions to Bidders in the Bidding Document contain modifications from the Standard Instructions to Bidders, EDCF will not consider them valid and will require the Employer to modify the Bidding Document so that the Standard Instructions to Bidders, as defined above, shall apply.

Any necessary changes, acceptable to EDCF, to address specific country and project issues, shall be introduced only through the Bid Data Sheet.

The Instructions to Bidders shall not be part of the Contract.

## Guide 2

Two-envelope bidding is generally advisable due to its emphasis on quality, as price competition only exists among bidders who have passed the technical evaluation. To benefit from this advantage, it is never allowed in two-envelope bidding to open the financial bids of bidders who fail to meet technical requirements or to open financial bids during the technical evaluation phase.

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Please refer to the Section I. Introductions to Bidders(Single-Stage, Two-Envelope Bidding Procedure) of [*EDCF Standard Bidding Document (SBD) Procurement of Works*] for this content.

## Section II. Bid Data Sheet

### Guide

Section II. Bid Data Sheet shall be filled in by the Employer, before issuance of the Bidding Document.

The Bid Data Sheet (BDS) contains information and provisions that are specific to each procurement and that supplement Section I. Instructions to Bidders. The Employer must specify in the BDS only the information that the ITB requires to be specified in the BDS. All information shall be provided; no clause shall be left blank.

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clause.

The following directions should be observed when filling the BDS:

- (a) Specific details, such as the name of the Employer and the address for Bid submission should be furnished in the spaces indicated by italicized notes inside brackets.
- (b) The italicized notes are not part of the actual BDS, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document to be issued to the Bidders.
- (c) Where alternative Clauses or texts are shown, select those which best suit the particular contracts and delete the alternative text which is not used.

## A. General

<b>ITB 1.1</b>	The number of the Invitation for Bids is: <i>[Insert number of the Invitation for Bids]</i>
<b>ITB 1.1</b>	The Employer is: <i>[Insert name of the Employer]</i>
<b>ITB 1.1</b>	<p>The name of the CB is: <i>[Insert name of the CB]</i></p> <p>The identification number of the CB is: <i>[Insert number of the CB]</i></p> <p><i>[Note: The following text is to be included and the corresponding information inserted only if the contract is to be bid simultaneously with other contracts on a “slice and package” basis. Otherwise omit.]</i></p> <p>The number and identification of lots (contracts) comprising this CB is: <i>[Note: Insert number and identification of lots (contracts)]</i></p>
<b>ITB 2.1</b>	The Borrower is: <i>[Insert name of the Borrower and statement of relationship with the Employer, if different from the Borrower. This insertion should correspond to the information provided in the Invitation for Bids]</i>
<b>ITB 2.1</b>	The name of the Project is: <i>[Insert name of the project]</i>
<b>ITB 3.2</b>	<p>Address for the Bank:</p> <p>38 Eunhaengno (16-1 Yeouido-dong), Yeongdeungpo-gu, Seoul, Korea 150-996 TEL: 82-2-3779-xxxx FAX: 82-2-3779-xxxx E-Mail: xxxxxx@koreaexim.go.kr Attention:</p>
<b>ITB 4.1 (a)</b>	<p><i>[The following provision should be included and the corresponding information inserted only if partners of a JVA will not be required to be jointly and severally liable. Otherwise omit.]</i></p> <p>The individuals or firms in a joint venture <i>[Insert “shall not be”]</i> jointly and severally liable.</p> <div style="background-color: #e6f2ff; padding: 10px; margin-top: 10px;"> <p><b>EX</b> The individuals or firms in a joint venture shall be jointly and severally liable.</p> </div>
<b>ITB 4.5</b>	This clause shall be <i>[Insert “applied” or “deleted” in accordance with the restrictions regarding nationality of Eligible Bidder specified in ITB 4.2]</i>

## B. Contents of Bidding Documents

### ITB 7.1

For clarification purposes only, the Employer's address is: *[Insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 22.1 for bid submission.]*

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

Street Address: *[Insert street address and number.]*

Floor/Room number: *[Insert floor and room number, if applicable.]*

City: *[Insert name of city or town.]*

ZIP Code: *[Insert postal (ZIP) code, if applicable.]*

Country: *[Insert name of country.]*

Telephone: *[Insert telephone number, including country and city codes.]*

Facsimile number: *[Insert telephone number, including country and city codes.]*

Electronic mail address: *[Insert email address, if applicable.]*

### ITB 7.4

A Pre-Bid meeting *[Insert "will" and insert the date, time and place information in the spaces provided below if a pre-bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for bid submission. Otherwise, insert "will not" and insert "Not Applicable" in the spaces provided below for the date, time and place]* take place at the following date, time and place:

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

Time: \_\_\_\_\_

Place: \_\_\_\_\_

A site visit conducted by the Employer *[Insert "will be" or "will not be" as appropriate]* organized.



### C. Preparation of Bids

#### ITB 11.2 (g)

In case of Single-Stage, Two-Envelope Bidding Procedure;

The Bidder shall submit with its Technical Bid the following additional documents:

*[Specify any additional document not already listed in ITB 11.2 that must be submitted with the Technical Bid]*

#### ITB 11.3 (d)

In case of Single-Stage, Two-Envelope Bidding Procedure;

The Bidder shall submit with its Price Bid the following additional documents:

*[Specify any additional document not already listed in ITB 11.3 that must be submitted with the Price Bid]*

**EX** The Bidder shall submit with its bid the following additional documents:

1. Joint Venture or Consortium Agreement, Letter of Intent from Sub- Contractors if any;
2. A Power of Attorney, duly authorized by a Notary Public, indication that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 18;
3. A Power of Attorney, nominating one of the partners, responsible for performing the major scope of project, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture or consortium during the Bidding process and entire execution for the Contract;
4. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership of each party thereto constituting the Bidder;
5. Audited Annual Report: Reports on the financial standing of each member of JV or Consortium such as profit and loss statements, balance sheets and auditor's reports for the past three years;
6. Certificates that prove the Bidder's work and procurement experience as required and specified in Section III. Evaluation and Qualification Criteria
7. Certificates that prove the Key personnel's work experience as required and specified in Section III. Evaluation and Qualification Criteria
8. Original Letter of Intent or Memorandum of Understanding for the subcontract agreement between the Bidder and local partners (construction equipment) if any; and
9. Documents as the evidence of the bidder's applied quality, safety, and environmental management system: ISO 9001, ISO14001, and/or equivalent certificates if any.

<b>ITB 13.1</b>	<p><i>[The following provision should be included and the required corresponding information inserted only if alternative bids will be considered. Otherwise omit.]</i></p> <p>Alternative bids <i>[Insert “shall be”]</i> permitted.</p> <p><b>EX</b> <i>Alternative bids SHALL NOT be permitted.</i></p>
<b>ITB 13.2</b>	<p>Alternative times for completion <i>[Insert “will be” or “will not be”, as appropriate]</i> permitted. <i>[Alternative times for completion should be permitted when the Employer sees potential net benefits in different times for completion; they also have merit for contracts bid on a “slice and package” basis.]</i></p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</p> <p><b>EX</b> <i>Alternative times for completion SHALL NOT be permitted.</i></p>
<b>ITB 13.4</b>	<p>Alternative technical solutions shall be permitted for the following parts of the Works: <i>[List the parts of the works.]</i></p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</p> <p><b>EX</b> <i>Alternative technical solutions SHALL NOT be permitted.</i></p>
<b>ITB 14.5</b>	<p><i>[Price adjustment is mandatory for contracts expected to last exceeding 18 months. The following provision should be included and the required corresponding information inserted only if the prices quoted by the Bidder are not subject to price adjustment. Otherwise omit.]</i></p> <p>The prices quoted by the bidder shall be: <i>[Insert “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data”.]</i></p> <p><b>EX</b> <i>The prices quoted by the bidder shall be subject to adjustment during the performance of the contract.</i></p>



ITB 15.1	<p><i>[Insert one of the followings in accordance with Loan Agreement.]</i></p> <p><i>[If the Loan is denominated in Korean Won.]</i></p> <p>The bid price shall be stated in US Dollars. However, the contract price shall be stated in Korean Won converted by using the exchange rate which is the average of the telegraphic transfer selling rates on the Korean Won against the US Dollar as quoted and publicly displayed by the Bank, during the one-month period from the sixteenth (16<sup>th</sup>) day of two calendar months prior to the month when the contract is signed, to the fifteen (15<sup>th</sup>) day of one calendar month prior thereto.</p> <p><i>[If the Loan is denominated in US Dollars, Euro, or any other currency apart from the Korean Won.]</i></p> <p>The bid price shall be stated in <i>[Insert the currency according to the Loan Agreement.]</i></p> <div data-bbox="421 860 1426 1144"> <p><b>EX</b> The bid price shall be stated in US Dollars. However, the contract price shall be stated in Korean Won converted by using the exchange rate which is the average of the telegraphic transfer selling rates on the Korean Won against the US Dollar as quoted and publicly displayed by the Bank, during the one-month period from the sixteenth (16th) day of two calendar months prior to the month when the contract is signed, to the fifteen (15th) day of one calendar month prior thereto.</p> <p>The payment shall be made in Korean Won through Direct payment Procedure.</p> </div>
ITB 18.1	<p>The bid validity period shall be <i>[Insert a number of days that is a multiple of seven counting as of the deadline for bid submission.]</i> days.</p> <p><i>[This period should be realistic, allowing sufficient time to evaluate the bids, bearing in mind the complexity of the Works and the time required for obtaining references, clarifications, clearances, and approvals (including the Bank's "No Objection") and for notification of the award. Normally the validity period should not exceed 120 days.]</i></p> <div data-bbox="421 1583 1358 1612"> <p><b>EX</b> The bid validity period shall be 120 days after the bid submission deadline date.</p> </div>
ITB 18.3 (a)	<p>The bid price shall be adjusted by the following factor(s): _____</p> <p><i>[The local currency portion of the Accepted Contract Amount shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Accepted Contract Amount shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p> <div data-bbox="421 2022 659 2051"> <p><b>EX</b> Not applicable</p> </div>



<p><b>ITB 18.3 (b)</b></p>	<p>The fixed portion of the bid price shall be adjusted by the following factor(s):          _____ <i>[The local currency portion of the fixed portion of the Accepted Contract Amount shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the Accepted Contract Amount shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p> <p><i>EX Not applicable</i></p>
<p><b>ITB 19.1</b></p>	<p><i>[If a bid security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A bid security <i>[Insert “shall be” or “shall not be”]</i> required. A Bid-Securing Declaration <i>[Insert “shall be” or “shall not be”]</i> required</p> <p>If a bid security shall be required, the amount and currency of the bid security shall be:  <i>[If a bid security is required, insert amount and currency of the bid security. Otherwise insert “Not Applicable”.]</i></p> <p><i>EX A bid security shall be required. A Bid-Securing Declaration shall not be required. The amount and currency of the bid security shall be: US\$ 1,300,000</i></p> <p><i>The acceptable bid security, as follows:</i></p> <p><i>(a) an unconditional bank guarantee issued by XXX Central bank; or</i></p> <p><i>(b) an unconditional bank guarantee issued by a reputable bank</i></p> <p><i>* The bid security shall be in English language and include the Bank contact information (e-mail address) for further communication for Procurement Committee to conduct clarification;</i></p> <p><i>The original bid security shall be sent to the Procurement Committee’s address:</i></p> <p><i>Attention:</i></p> <p><i>Address:</i></p> <p><i>Telephone:</i></p> <p><i>Email:</i></p> <p><i>The original bid security shall be received by Procurement Committee before the deadline date of bid submission as stated in [XXX]</i></p> <p><i>Date: November 11, 2025 or as specified in [XXX]</i></p> <p><i>Time: 12:00 (GMT+3, XX time) or as specified in [XXXX]</i></p>

<b>ITB 19.3 (a)</b>	<p>The bid security shall be issued by a bank, insurance company, or financial institution in the Employer's country or the Contractor's country, whose credit rating is equal or above A- (A3) (equivalent) rated by an international credit rating agency (e.g., S&amp;P, Fitch, or Moody's). <i>[The credit rating may be adjusted based on the financial situations in either the Employer's or the Contractor's country]</i></p>
<b>ITB 19.3 (d)</b>	<p>Other types of acceptable securities: <i>[Insert name of other acceptable securities. Insert "None" if no bid security is required under provision ITB 19.1 or if bid security is required but no other forms of bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable.]</i></p> <p><b>EX</b> <i>Another security from reputable finance institution registered at the Financial Services Authority (XXX)</i></p>
<b>ITB 19.9</b>	<p><i>[The following provision should be included and the required corresponding information inserted only if a bid security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder incur in the actions mentioned in provision ITB 19.9. Otherwise omit.]</i></p> <p>If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of _____ <i>[Insert period of time]</i> years.</p>
<b>ITB 20.1</b>	<p>In addition to the original of the bid, the number of copies is: <i>[Insert number of copies.]</i></p> <p><b>EX</b> <i>In addition to the original of the bid, the number of copies is: three (3). Bidders shall also submit a soft copy of the original in PDF file (or MS-word) in non-rewriteable CDs and/or Flash disks.</i></p>
<b>ITB 20.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>[Insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid.]</i></p> <p><b>EX</b> <i>Notarized Power of Attorney from Bidders (including all parties/partners in case of Joint Venture). In case of a Joint Venture or a consortium, such power of attorney should specify one partner's authority to sign the bid on behalf of the Joint Venture or consortium.</i></p>

## D Submission and Opening of Bids

### ITB 22.1

For bid submission purposes only, the Employer's address is: *[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications.]*

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

Street Address: *[Insert street address and number.]*

Floor/Room number: *[Insert floor and room number, if applicable.]*

City: *[Insert name of city or town.]*

ZIP Code: *[Insert postal (ZIP) code, if applicable.]*

Country: *[Insert name of country.]*

The deadline for bid submission is:

Date: *[Insert day, month and year, i.e. 15 June 2025]*

Time: *[Insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]*

*[The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to ITB 22.2.]*

Bidders *[Insert "shall" or "shall not"]* have the option of submitting their bids electronically.

*[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit.]*

If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: *[Insert a description of the electronic bidding submission procedures.]*

**EX 1** For bid submission purposes only, the Employer's address is:

Attention: Deputy Director

Street Address: XXXXXXXX

Floor/Room number: XXXXXXXX

City: XXXXXXXX

Country:

Telephone: +XXX XX XXXXXXXX

The deadline for bid submission is:

Date: 28th March, 2025

Time: 11:00 AM

Bidders shall not have the option of submitting their bids electronically.

**EX 2** For bid submission purpose, the Bids shall be submitted only electronically through XXXX XXX system (<https://XXXXX.XXXXXX.XXX.XX/XXXXXXX/>).



<b>ITB 25.1</b>	<p>The bid opening shall take place at:  Street Address: <i>[Insert street address and number.]</i>  Floor/Room number: <i>[Insert floor and room number, if applicable.]</i>  City: <i>[Insert name of city or town.]</i>  Country: <i>[Insert name of country.]</i>  Date: <i>[Insert day, month and year, i.e. 15 June 2025]</i>  Time: <i>[Insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]</i>  <i>[The date and time should be the same as those given for the deadline for submission of bids (ITB 22.2).]</i></p> <p><i>[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their bids electronically. Otherwise omit.]</i></p> <p>If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>[Insert a description of the electronic bidding opening procedures.]</i></p>
<b>ITB 25.3</b>	<p>In case of Single-Stage, One-Envelope Bidding Procedure;</p> <p>The Letter of Bid and Bill of Quantities shall be initialed by three representatives of the Employer attending the Bid opening.</p>
<b>ITB 25.5</b>	<p>In case of Single-Stage, Two-Envelope Bidding Procedure;</p> <p>The Letter of Technical Bid shall be initialed by three representatives of the Employer attending the Bid opening.</p>

## E. Evaluation, and Comparison of Bids

**ITB 32.1**  
**(one envelope)**  
**/ITB 34.1**  
**(two envelope)**

The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: *[Insert name of currency, US Dollars are preferred.]*

The source of exchange rate shall be: *[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer's Country).]*

The date for the exchange rate shall be: *[Insert day, month, and year; i.e. 15 June, 2025 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of bid validity.]*

**EX 1** The bid currency will be converted by XXXX(PEA) for evaluation and comparison  
 The source of exchange rate shall be: XXXX(Local bank's Nam)  
 The date for the exchange rate shall be: 28 days prior to the deadline (the extended deadline, if extended) for submission of the bids  
 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 31, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above

**EX 2** The currency that shall be used for bid evaluation and comparison purposes: United State Dollar (US\$)



## F. Award of Contract

**ITB 38.1**  
**(one envelope)**  
**/ITB 39.1**  
**(two envelope)**

The Standstill Period [*insert “shall” or “shall not”*] be applied.

*EX The Standstill Period shall not be applied.*

**ITB 39.1**  
**(one envelope)**  
**/ITB 40.1**  
**(two envelope)**

The Notification of Intention to Award the Contract 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; and
- (d) a statement of the reason(s) why the Bid was unsuccessful, unless the price information in (c) above already reveals the reason.

**ITB 41.1**  
**(one envelope)**  
**/ITB 42.1**  
**(two envelope)**

The request for debriefing shall be submitted in writing, to:

Attention: \_\_\_\_\_

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

Employer: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

**ITB 43**  
**(one envelope)**  
**/ITB 44**  
**(two envelope)**

The Performance Security and the Advance Payment Security shall be in the form of the Bank Guarantee attached hereto in Section IX (Contract Forms), or another form acceptable to the Employer. The both of the Securities shall be issued by a local bank in the Employer's country or any bank, or insurance company/financial institution in the Contractor's country whose credit rating is equal or above A- (A3) (equivalent) rated by an international credit rating agency (e.g., S&P, Fitch, or Moody's). [*The credit rating may be adjusted based on the financial situations in either the Employer's or the Contractor's country*]

<p><b>ITB 44.1 (one envelope) /ITB 45.1 (two envelope)</b></p>	<p>Any Complaint related to the Procurement shall be submitted in writing, to:</p> <p>Attention: _____</p> <p>Title/position: _____</p> <p>Employer: _____</p> <p>E-mail address: _____</p> <p>Facsimile number: _____</p> <p>Any Complaint related to fraud or corruption associated with the Employer or any interested party in the Procurement process shall be submitted in writing to:</p> <p>Attention: _____</p> <p>Title/position: _____</p> <p>Anti-Corruption Unit*: _____</p> <p>E-mail address: _____</p> <p>Facsimile number: _____</p> <p>[* Any entity vested with the authority to address matters of fraud or corruption within the Employer's parent ministry, the ministry responsible for administering the EDCF Loan, or the government body overseeing public procurement.]</p>
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<<Note>>

If the Bidding Process will be applied a Single-Stage, One-Envelope Bidding Procedure, the provision of ITB 11.1 (h), ITB 25.3 will be adopted in Section II. Bid Data Sheet. But In case of Single-Stage, Two-Envelope Bidding Procedure, the provision of ITB 11.2 (g) and ITB 11.3 (d), ITB 25.5 will be adopted in Section II. Bid Data Sheet.

## Section III.

# Evaluation and Qualification Criteria

(Following Prequalification)

### Guide

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 33 and ITB 35 (or ITB 32 and ITB 35 in the case of two envelope), no other factors, methods or criteria shall be used. The Bidders shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Prequalification is, in principle, necessary for large or complex works, or in any other circumstances in which the high costs of preparing detailed bids could discourage competition, such as custom-designed equipment, industrial plants, specialized services, some complex information and technology and contracts to be let under turnkey. This also ensures that invitations for bids are extended only to those who have adequate capabilities and resources.
2. Prequalification shall be based entirely upon the capability of prospective bidders to perform the particular contract satisfactorily, considering bidders': (i) experience and past performance on similar contracts; (ii) capabilities with respect to personnel, equipment and plant; and (iii) financial position.



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## Guide

The evaluation of the Technical Bids consists of the following:

- (a) Assessment of the qualification of the Bidder to perform the Contract satisfactorily in accordance with ITB 32. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (Qualification) below.
- (b) Determination of the substantial responsiveness of the Technical Bid in accordance with ITB 30. The evaluation criteria for the purpose of this determination have been described herein under. Determination of the substantial responsiveness of the Technical Bid includes, among other things, an assessment of the adequacy of the Bidder's Technical Proposal, during which the Bidder's technical capacity to complete the Works will be assessed in terms of the following. Based on such assessment, the Employer will determine whether the Technical Proposal is substantially responsive to the requirements stipulated in Section VI, Work Requirements.
  - (i) mobilization of key construction equipment and personnel for the execution of the Works
  - (ii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff
  - (iii) planning and scheduling of all work activities in such a manner that the Works will be completed on time and meet with all Contract requirements
  - (iv) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
  - (v) carrying out all operations for the execution of the Works safely and in an environmental friendly manner

## 1. Evaluation

Given the difficulties inherent in the evaluation process and in the preparation of complete, accurate and concise Bid Evaluation Report, the Employer shall evaluate and compare Bids in accordance with the guidance for bid evaluation form as attached;

In addition to the criteria listed in ITB 33.2 (a) – (e) in the case of one envelope (or ITB 35.2 (a) – (e) in the case of two envelope), the following criteria shall apply:

<<Note>>

Use the evaluation criteria listed below as appropriate and required for the project.

## 1.1 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 VI. (Work's Requirements)

### Guide

The Employer shall refer to the appropriate forms in Section IV (Bidding Forms) to be filled out, if provided. The Employer shall assess whether the proposed site organization, method statement, mobilization, and construction schedule described in Section IV (Bidding Forms) are presented in consistent manner, and comply with requirements stipulated in Section VI (Employer's Requirements) without material deviation, reservation, or omission.

## 1.2 Multiple Contracts

Works are grouped in multiple contracts and pursuant to Sub-Clause 33.4 (Single-Stage, One-Envelope Bidding Procedure) or 35.4 (Single-Stage, Two-Envelope Bidding Procedure) of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments
- Cash flow capacity
- Equipment to be allocated, and
- Personnel to be fielded

### Guide

This section applies only when Works are grouped into multiple contracts and tendered separately. If not, please delete it

### 1.3 Completion Times

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

#### Guide

The Employer shall describe how this factor will be evaluated.

### 1.4 Technical alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

#### Guide

The Employer shall describe how this factor will be evaluated.

### 1.5 Quantifiable Deviation and Omissions (In case of Single-Stage Two-Envelope)

The evaluated cost of quantifiable deviations and/or omissions is determined as follows:

#### Guide

The cost of minor omissions or missing items should be added to the bid price to allow for bid comparison on an equal basis. Omissions in Daywork, if priced competitively, are covered by the price adjustment as provided in ITB 35.2(a), but missing unit prices for items in the Bill of Quantities, are excluded as provided in ITB 14.2. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant, or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming bids. The price adjustment should be based on the fair price of the omitted item. The most frequently used method is to use the price equal to the highest price quoted for the same item by the other responsive Bidders.

### 1.6 Evaluation Forms

The following evaluation Forms shall be included in the Bid Evaluation Report for approval of the Bank prior to award of contract.

## Form-1; COMPLETENESS OF BID DOCUMENTS

Item	Description	Bidder No. (Example)
<b>1</b>	<b>Bid Documents</b>	
1.1	One original and two copies	Y
1.2	Form of Bid	Y
1.3	Appendix to Bid*	Y
1.4	Priced Bill of Quantities*	Y
1.5	Bid Security 1) Amount and Validity 2) Format and Terms	Y
1.6	Schedule of Particular Information 1) Construction Time Schedule 2) Construction Method 3) List of Construction Equipment 4) Organization & Field Personnel 5) Subcontracting 6) Mobilization and Temporary Construction Facilities 7) Cash Flow	Y P Y P Y P N
1.7	Drawings and Documents.(to be submitted with bid)	P
1.8	Joint Venture Agreement (if Bidder is a joint venture)	NA
<b>2</b>	<b>Propriety of Signature and Completeness</b>	
2.1	Power of Attorney submitted or not	Y
2.2	Bid Form properly signed or not	Y
2.3	Completeness of Bids	Y

Note: Y=Yes; N=No;  
P=Partial; NA=Not Applicable

\* In Single-Stage Two-Envelope Bidding, these items should be checked only at the Price Bids evaluation stage for bids that have successfully passed the Technical Bids evaluation, in accordance with the provisions of ITB 32.

## Form-2; ASSESSMENT OF CONSTRUCTION METHODS

No.	Construction Methods	Findings (Example)
1	Logic of Construction Schedule	A
2	Feasibility of Achieving Schedule	AA
3	Assessment of Construction Method	A
	Remarks	Good

Note:

Y = Within Specified months

NC = Not Shown Clearly

A = Acceptable

AA = Marginally Acceptable

## 2. Qualification

### 2.1 Financial Resources

If the bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity, will be reassessed on this basis.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>For Single Entities</p> <p>The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of .....</p>	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
<p>For Joint Ventures</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of ..... from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
<p>(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of ..... from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4



(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of .....	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
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\*In respect of the total requirement for the Subject Contract under (3) above, indicate the construction cash flow requirement for a number of months (to the nearest half-month), determined as the total time needed by the Employer to pay a contractor's invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Engineer to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost.



## 2.2 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	Experience in Similar Work (years)
1			
2			
3			
4			
5			

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV (Bidding Forms).

<<Note>>

The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The prequalification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, tunneling, or earthworks, as required for each particular project).

Bidders should normally be required to name a principal candidate and an alternate for each key position. Criteria of acceptability should be based on:

- (a) a minimum number of years of experience in a similar position; and
- (b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.

The requirement of specified education and academic qualifications is normally unnecessary for such positions, as contractors often employ competent staffs who have learned their profession “on the job” rather than through academic training.

It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three (3) years with the Bidder, so that key staffs in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.

## 2.3 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms).

The Bidder shall own, or have assumed access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting) to key items of equipment, in full working order, and must demonstrate that based on known commitments, they will be available for timely use in the proposed contract.

<<Note>>

An inventory of construction equipment represents a high capital cost overhead to a contractor. Consequently, not all competent potential bidders will maintain an inventory of high-value items that are in suitable condition for major contracts. This is particularly so with management contractors, who undertake construction projects mainly by subcontracting. In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor's owning readily available items of equipment. The pass-fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, tunnel boring machines, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment-hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award. The terms of any lease or hire agreement for equipment should preferably include a provision that the equipment will remain on the site (or be vested in the Employer) in the event of default of the Contractor, thereby ensuring more timely continuity of work by a replacement contractor.

## 2.4 Updating of Information

The Bidder shall continue to meet the criteria used at the time of prequalification. Updating and reassessment of the following information which was previously considered during prequalification will be required;

- (a) Eligibility
- (b) Pending Litigation
- (c) Financial Requirements
  - (i) Historical Financial Performance
  - (ii) Average Annual Construction Turnover

The Bidder shall provide updated details for the above by using the relevant form included in Section IV (Bidding Forms).

## Section III.

# Evaluation and Qualification Criteria

### (Without Prequalification)

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. If the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 32 and ITB 35, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

The Bank requires bidders to be qualified by meeting predefined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the bidder, results in disqualification. It will therefore be necessary to ensure that a bidder's risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the bidder during bid preparation. For that purpose, clear-cut, fail-pass qualification criteria need to be specified in order to enable bidders to make an informed decision whether to pursue a specific contract and, if so, either as a single entity or in joint venture. The criteria adopted must relate to characteristics that are essential to ensure satisfactory execution of the contract, and must be stated in unambiguous terms.

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## Guide

The evaluation of the Technical Bids consists of the following:

- (a) Assessment of the qualification of the Bidder to perform the Contract satisfactorily in accordance with ITB 32. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (Qualification) below.
- (b) Determination of the substantial responsiveness of the Technical Bid in accordance with ITB 30. The evaluation criteria for the purpose of this determination have been described herein under. Determination of the substantial responsiveness of the Technical Bid includes, among other things, an assessment of the adequacy of the Bidder's Technical Proposal, during which the Bidder's technical capacity to complete the Works will be assessed in terms of the following. Based on such assessment, the Employer will determine whether the Technical Proposal is substantially responsive to the requirements stipulated in Section VI, Work Requirements.
  - (i) mobilization of key construction equipment and personnel for the execution of the Works
  - (ii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff
  - (iii) planning and scheduling of all work activities in such a manner that the Works will be completed on time and meet with all Contract requirements
  - (iv) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
  - (v) carrying out all operations for the execution of the Works safely and in an environmental friendly manner

## 1. Evaluation

Given the difficulties inherent in the evaluation process and in the preparation of complete, accurate and concise Bid Evaluation Report, the Employer shall evaluate and compare Bids in accordance with the guidance for bid evaluation form as attached;

In addition to the criteria listed in ITB 33.2 (a) – (e) in the case of one envelope (or ITB 35.2 (a) – (e) in the case of two envelope), the following criteria shall apply:

<<Note>>

Use the evaluation criteria listed below as appropriate and required for the project.

## 1.1 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 VI. (Work's Requirements)

### Guide

The Employer shall refer to the appropriate forms in Section IV (Bidding Forms) to be filled out, if provided. The Employer shall assess whether the proposed site organization, method statement, mobilization, and construction schedule described in Section IV (Bidding Forms) are presented in consistent manner, and comply with requirements stipulated in Section VI (Employer's Requirements) without material deviation, reservation, or omission.

## 1.2 Multiple Contracts

Works are grouped in multiple contracts and pursuant to Sub-Clause 33.4 (Single-Stage, One-Envelope Bidding Procedure) or 35.4 (Single-Stage, Two-Envelope Bidding Procedure) of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments
- Cash flow capacity
- Equipment to be allocated, and
- Personnel to be fielded.

### Guide

This section applies only when Works are grouped into multiple contracts and tendered separately. If not, please delete it.

## 1.3 Completion Times

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

### Guide

The Employer shall describe how this factor will be evaluated.

## 1.4 Technical alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

### Guide

The Employer shall describe how this factor will be evaluated.

## 1.5 Quantifiable Deviation and Omissions (In case of Single-Stage Two-Envelope)

The evaluated cost of quantifiable deviations and/or omissions is determined as follows:

### Guide

The cost of minor omissions or missing items should be added to the bid price to allow for bid comparison on an equal basis. Omissions in Daywork, if priced competitively, are covered by the price adjustment as provided in ITB 35.2(a), but missing unit prices for items in the Bill of Quantities, are excluded as provided in ITB 14.2. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant, or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming bids. The price adjustment should be based on the fair price of the omitted item. The most frequently used method is to use the price equal to the highest price quoted for the same item by the other responsive Bidders.

## 1.6 Evaluation Forms

The following evaluation Forms shall be included in the Bid Evaluation Report for approval of the Bank prior to award of contract.



## Form-1; COMPLETENESS OF BID DOCUMENTS

Item	Description	Bidder No. (Example)
<b>1</b>	<b>Bid Documents</b>	
1.1	One original and two copies	Y
1.2	Form of Bid	Y
1.3	Appendix to Bid*	Y
1.4	Priced Bill of Quantities*	Y
1.5	Bid Security 1) Amount and Validity 2) Format and Terms	Y
1.6	Schedule of Particular Information 1) Construction Time Schedule 2) Construction Method 3) List of Construction Equipment 4) Organization & Field Personnel 5) Subcontracting 6) Mobilization and Temporary Construction Facilities 7) Cash Flow	Y P Y P Y P N
1.7	Drawings and Documents.(to be submitted with bid)	P
1.8	Joint Venture Agreement (if Bidder is a joint venture)	NA
<b>2</b>	<b>Propriety of Signature and Completeness</b>	
2.1	Power of Attorney submitted or not	Y
2.2	Bid Form properly signed or not	Y
2.3	Completeness of Bids	Y

Note: Y=Yes; N=No;  
P=Partial; NA=Not Applicable

\* These items should be checked when the Employer (Borrower) seeks the Bank's approval of the contract award proposal.

## Form-2; ASSESSMENT OF CONSTRUCTION METHODS

No.	Construction Methods	Findings (Example)
1	Logic of Construction Schedule	A
2	Feasibility of Achieving Schedule	AA
3	Assessment of Construction Method	A
	Remarks	Good

Note:

Y = Within Specified months

NC = Not Shown Clearly

A = Acceptable

AA = Marginally Acceptable

## 2. Qualification

### Guide

- (a) It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as subcontractors to be employed for the key activities listed in this Section), and not the Bidder's company(ies), group companies, subsidiaries or other affiliates, that must satisfy the qualification criteria.
- (b) Wherever a Form in Section IV, Bidding Forms, requires the Bidder to state a monetary amount, the Bidder should indicate the USD equivalent using the rate of exchange determined as follows:
  - (i) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.
  - (ii) Value of single contract - Exchange rate prevailing on the date of the contract.
- (c) Exchange rates shall be taken from the publicly available source identified in BDS 32.1/34.1 or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.
- (d) The Bidder shall continue to meet the criteria used at the time of prequalification. Updating and reassessment of the following information which was previously considered during prequalification will be required:
  - (i) Eligibility
  - (ii) Historical Contract Non-Performance and Litigation
  - (iii) Financial Situation and Capabilities
- (e) The Bidder shall provide updated details for the above by using the relevant forms included in Section IV, Bidding Forms.

## 2.1 Eligibility

If the bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity, will be reassessed on this basis.

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
				Submission Requirements

\* "All Partners Combined" does not take into consideration the shareholding ratio of each partner under the joint venture agreement for this bid when assessing compliance with each requirement listed below. *[If this approach is not applicable, please specify the method by which the shareholding ratio will be reflected].*

### 2.1.1 Nationality

Nationality in accordance with ITB 4.2.	must meet requirement	existing or intended JVA must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	must meet requirement	existing or intended JVA must meet requirement	must meet requirement	not applicable	Letter of Bid
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### 2.1.3 EDCF Eligibility

Not having been declared ineligible by the Bank, as described in ITB 4.4.	must meet requirement	existing or intended JVA must meet requirement	must meet requirement	not applicable	Letter of Bid
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### 2.1.3 EDCF Eligibility

Not having been declared ineligible by the Bank, as described in ITB 4.4.	must meet requirement	existing or intended JVA must meet requirement	must meet requirement	not applicable	Letter of Bid
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## 2.2 Pending Litigation

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

### 2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than <i>[insert figure. The percentage should normally be within the range of 50% to 100% of a Bidder's net worth]</i> _____ percent (____%) of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JVA	not applicable	must meet requirement by itself or as partner to past or existing JVA	not applicable	Form LIT - 1
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## 2.3 Financial Situation

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

### 2.3.1 Historical Financial Performance

Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last <i>[Insert number of years in words and figures. The time period should not be less than 3 years.]</i> _____ [ ] years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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\* The financial information provided by a Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Bidder should be given on this basis. Any abnormal features which may lead to financial problems should alert the Employer to seek expert professional advice for further review and interpretation.

### 2.3.1 Historical Financial Performance

Minimum average annual construction turnover of US\$ <i>[Insert US Dollar amount. The amount stated should normally not be less than 2 x V/T, the estimated annual turnover or cash flow in the subject contract based on a straight-line projection of the Employer's estimated cost(V), including contingencies, over the contract duration(T). The multiplier of two may be reduced for very large contracts but should not be less than 1.5.]</i> calculated as total certified payments received for contracts in progress or completed, within the last <i>[Insert number of years in words and figures. The time period is normally 3 years or more]</i> _____ [ ]	must meet requirement	must meet requirement	must meet <i>[Insert percentage figure, usually 25%]</i> _____ percent (____%) of the requirement	must meet <i>[Insert percentage figure, usually 40%]</i> _____ percent (____%) of the requirement	Form FIN - 2
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### 2.3.3 Financial Resources

If the bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity, will be reassessed on this basis.

<p>For Single Entities</p> <p>The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of .....</p>	Must meet requirement	not applicable	not applicable	not applicable	Form FIN - 3 and Form FIN - 4
<p>For Joint Ventures</p> <p>(4) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of .....(%) from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	not applicable	Must meet requirement	Form FIN - 3 and Form FIN - 4
<p>(5) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of .....(%) from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	Must meet requirement	not applicable	Form FIN - 3 and Form FIN - 4
<p>(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of *.</p>	not applicable	Must meet requirement	not applicable	not applicable	Form FIN - 3 and Form FIN - 4

- \* In respect of the total requirement for the Subject Contract under (3) above, indicate the construction cash flow requirement for a number of months (to the nearest half-month), determined as the total time needed by the Employer to pay a contractor's invoice, allowing for (a) the actual time consumed for construction, from the beginning of the month invoiced, (b) the time needed by the Engineer to issue the monthly payment certificate, (c) the time needed by the Employer to pay the amount certified, and (d) a contingency period of one month to allow for unforeseen delays. The total period should not exceed six months. The assessment of the monthly amount should be based on a straight-line projection of the estimated cash flow requirement over the particular contract period, neglecting the effect of any advance payment and retention monies, but including contingency allowances in the estimated contract cost.

## 2.4 Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

### 2.4.1 General Construction Experience

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last <i>[Insert number of years in words and figures. The time period is normally 5 years, but may be reduced to not less than 3 years, in agreement with the Bank under special country circumstances such as to provide opportunities for a newly privatized construction industry with only a short record of experience]</i> ____ [ ]years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
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## 2.4.2 Specific Construction Experience

### (A) Contracts of Similar Size and Nature

<p>Participation as contractor, management contractor, or subcontractor, in at least [Insert number of contracts, The range should be one to three, depending on the size and complexity of the subject contract, the exposure of the Employer to risk of contractor default, and country conditions. For contracts in a developed environment with a high potential supply of construction services, three similar contracts may not limit applications, but would reduce the risk of contractor default]_____ contracts within the last [Insert number of years in words and figures. The range is normally five to ten years, and should be related to the number of similar contracts stated above and to the duration of the subject contract, e.g., ten years for two contracts of about five years' duration, or six years for two contracts of about three years' duration]_____[ ] years, each with a value of at least US\$ [Insert US Dollar amount, usually 80% of the estimated value of the subject contract] _____ (_____) that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 6 (Work's Requirements)</p>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2(a)
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\* "Successfully completed" means that the work or project has met all the contractual requirements, including passing any specified tests and inspections. "Substantially completed" refers to the project being sufficiently complete to be used as intended, allowing for minor works to be completed later.

## (B) Construction Experience in Key Activities

For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities:	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2(b)
<i>[List the production rate(s) for the key activity or activities in the subject contract. The rates should be about 80% of the estimated production rates of the key activity or activities in the subject contract as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.]</i>					
<i>[X cubic meters of rock placed in rockfill dams]</i>					
<i>[Y tons of asphaltic concrete placed in road paving]</i>					
<i>[Z cubic meters of concrete placed _____ etc.]</i>					

## 2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	Experience in Similar Work (years)
1			
2			
3			
4			
5			

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

<<Note>>

The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The qualification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, tunneling, or earthworks, as required for each particular project).

Bidders should normally be required to name a principal candidate and an alternate for each key position. Criteria of acceptability should be based on:

- (a) a minimum number of years of experience in a similar position; and
- (b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.

The requirement of specified education and academic qualifications is normally unnecessary for such

positions, as contractors often employ competent staffs who have learned their profession “on the job” rather than through academic training.

It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staffs in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.

## 2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

The Bidder shall own, or have assumed access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting) to key items of equipment, in full working order, and must demonstrate that based on known commitments, they will be available for timely use in the proposed contract.

<<Note>>

An inventory of construction equipment represents a high capital cost overhead to a contractor. Consequently, not all competent potential bidders will maintain an inventory of high-value items that are in suitable condition for major contracts. This is particularly so with management contractors, who undertake construction projects mainly by subcontracting. In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the

contractor's owning readily available items of equipment. The pass–fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, tunnel boring machines, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment–hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award. The terms of any lease or hire agreement for equipment should preferably include a provision that the equipment will remain on the site (or be vested in the Employer) in the event of default of the Contractor, thereby ensuring more timely continuity of work by a replacement contractor.

## Section IV. Bidding Forms

(Following Prequalification)

### Guide

This Section contains the forms which are to be completed by the Bidder and submitted as part of this Bid.

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**The page is left blank**, as there is no guide on the Bidding Forms.

Please refer to the Section IV. Bidding Forms(Following Prequalification) of [*EDCF Standard Bidding Document (SBD) Procurement of Works*] for this content.

## Section IV. Bidding Forms

(Without Prequalification)

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Please refer to the Section IV. Bidding Forms (Without Prequalification) of [*EDCF Standard Bidding Document (SBD) Procurement of Works*] for this content.

## Section V. Eligible Countries

### Guide

It should be noted that the currency portions refer not to the payment currency, but to the origin of works and related services as defined in this Section.

This Section contains eligible countries as follows;

1. In accordance with the Loan Agreement, a Bidder, and all parties constituting the Bidder, shall have the nationality of [*Insert the name of countries in accordance with the restrictions regarding nationality of Eligible Bidder indicated in the Loan Agreement of the Project*]
2. All works and related services to be supplied under the Contract and financed by the Bank shall have their origin in the countries as specified in the Loan Agreement. Any bid that does not meet the following requirements shall be rejected by the Employer as nonresponsive:
  - A. Foreign Currency Portion shall be procured from the Republic of Korea and shall be [*insert the relative percentage requirement as specified in the Loan Agreement*] percent ([●]%) or more of the total cost of Works to be financed out of the loan proceeds;
  - B. Local Currency Portion shall be procured from [*insert the name of countries*]; and
  - C. All works and related services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of works and related services may be procured from the countries other than the Eligible Source Countries up to [*insert the relative percentage requirement as specified in the Loan Agreement*] percent(%) of the total cost of Works to be financed out of the loan proceeds.

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# PART 2

## Works Requirements

# Section VI. Works Requirements

## Contents

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## Scope of Works

## Specification

<<Note>>

1. Precise and clear Specifications are a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the Permanent Works, the extent of his obligations must be stated. (Ref GC Sub-Clause 1.1 Contractor's General Obligations)
2. Samples of Specifications from previous similar projects in the same country are useful in this respect. The Bank encourages the use of metric units. Most Specifications are normally written specially by the Employer or Engineer to suit the contracts for Works in hand. There are no standard Specifications for universal application in all sectors in all countries, but there are established principles and practices that are reflected in these documents.
3. There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. Care must be taken in drafting Specifications to ensure that they are not restrictive. In the specification of standards for materials, plant, other supplies, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the Specifications should state those materials, plant, other supplies, and workmanship meeting other authoritative standards, and which ensure substantially equal performance, as the standards mentioned, will also be acceptable.
5. Employers should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible

to the technical solutions indicated in the bidding documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential bidders. For example:

- pile foundations (proprietary methods and different material)
- bridge foundations (open well, caissons, piles, etc.)
- columns, beams, decking (reinforced concrete, pre-stressed concrete, steel, etc.)
- proprietary methods for post-tensioning concrete
- lining of canals
- pipeline materials, coating, jointing
- road surfacing (asphalt, concrete, etc.)
- transmission tower design and erection
- street lighting
- offshore foundations
- offshore trestle spans

6. The Employer should provide a description of the selected parts of the Works with appropriate references to Drawings, Specifications, Bill of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and specifications.
7. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details.
8. In more complex cases, a “turnkey” or “design-and-construct” approach may be more appropriate, in which cases a two-stage bidding process is recommended in conformity with other Bank Standard Bidding Documents.

## Guide

The Specification should also include, as appropriate, information of a technical nature, referring to the Specification or stating as specified/ described/ indicated in the Contract, in the following Sub-Clauses of the Conditions of Contract:

1.1.6.7	Definition of Site	extent of the Site
1.8	Care and Supply of Documents	publications to be kept on Site
1.13 (a)	Compliance with Law	permissions having been or being obtained by the Employer
2.1	Right of Access to the Site	Phased possession of foundation, structures, plant or means of access
4.1	Contractor's General Obligation	Contractor's design operation and maintenance manuals
4.6	Co-operation	Timing of submission of the Contractor's Documents describing the requirements of possession of foundations, structure, plant or means of access
4.7	Setting Out	Setting-out points, lines and levels of reference
4.18	Protection of the Environment	Restriction on emissions, surface discharges and effluent
4.19	Electricity, Water and Gas	Details and prices of electricity, water, gas and other services if the services are to be available for the Contractor to use
4.20	Employer's Equipment and Fee-Issue Material	Details of Employer's Equipment and free-issue material, if any
5.1	Definition of nominated Subcontractor	Nominated Subcontractors
6.1	Engagement of Staff and Labour	Arrangement for staff and labour, payment, feeding, transport and housing, where appropriate
6.6	Facilities for Staff and Labour	Facilities for Contractor's Personnel and Employer's Personnel
6.13	Supply of Foodstuffs	Provision of a sufficient supply of suitable food
7.2	Samples	Samples of Materials
7.4	Testing	Testing during manufacture and/or installation and construction
7.8	Royalties	Payment of royalties, rents and others
8.3	Programme	Sequence and timing of inspection and tests
10.2	Taking over of Parts of the Works	Use of any part of the Works by the Employer
17.7	Use of Employer's Accommodation/Facilities	The Employer-provided accommodation and facilities



## Drawings

<<Note>>

1. It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the Contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are rendered illegible.
2. A simplified map showing the location of the Site in relation to the local geography, including major roads, ports, airports, and railroads, is helpful.
3. The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and to price the Bill of Quantities.

## Supplementary Information

### Guide

- (1) The pursuant to Clause 4.10 of the GC, the Employer shall make available to the Bidders, all relevant data in the Employer's possession pertaining to the Site and the proposed Works, which may typically include the following:
  - (a) topographical survey data
  - (b) environmental and social baseline data
  - (c) meteorological data and tidal data
  - (d) ground investigation and ground condition data (i.e. geotechnical data, geological data)
  - (e) utility records
  - (f) land ownership data
  - (g) ground water, surface water and hydrological data
  - (h) orders, consents, permits, licenses and compliance requirements
  - (i) as-built records of existing infrastructure
  - (j) quality and environmental, health or safety systems to apply
  - (k) details of any risks or hazards
  - (l) any other physical constraints
- (2) The Supplementary information may typically include any additional data or information relating to the Works, project, country or locality, which may be useful or helpful for the Bidder for preparation of its Bid.
- (3) If any, the Employer should attach the Environmental Impact Assessment ("EIA") and the Environmental Management Plan ("EMP") as Supplementary Information in the Employer's Requirements.

The background is a deep blue with various shades of blue geometric shapes, including triangles and polygons. Overlaid on this is a white network diagram consisting of numerous small dots connected by thin white lines, forming a complex web. A large, faint, dotted world map is also visible in the background, centered behind the main text.

# PART 3

## **Conditions of Contract and Contract Forms**

## Section VII. General Conditions

(GC)

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*[Name of Employer]*

---

*[Name of Contract]*

The General Conditions that follow are Multilateral Development Bank (MDB) Harmonised Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2010 rights reserved.

This publication is exclusive for the use of the Export-Import Bank of Korea Borrowers and their project implementing agencies as provided under the License Agreement dated August 3<sup>rd</sup>, 2009, between the Export-Import Bank of Korea and FIDIC, and consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the Employer identified above and only for the exclusive purpose of preparing these Standard Bidding Documents for the Contract also identified above.

### Guide

The Conditions of Contract consists of two parts, this Section VII (General Conditions) and the following Section VIII (Particular Conditions).

The standard text of the General Conditions chosen must be retained intact to facilitate its reading and interpretation by Bidders and its review by the Bank. Any amendments and additions to the GC, specific to the contract in hand, should be introduced in Section VIII (Particular Conditions), Part A (Contract Data) and Part B (Special Provisions). Clause numbers in the Particular Conditions (PC) correspond to those in the General Conditions (GC). As per GC 1.5 (Priority of Documents), the PC takes precedence over the GC.

Part A (Contract Data) of the PC includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet (BDS) complements the Instructions to Bidders (ITB).

Part B (Specific Provisions) is to be used to introduce country- or project-specific provisions, if so required. Whoever drafts the Specific Provisions should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones.

# Section VII. General Conditions

(GC)

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## Appendix

A General Conditions of Dispute Board Agreement

PROCEDURAL RULES

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Please refer to the Section VII. General Conditions (GC) of [*EDCF Standard Bidding Document (SBD) Procurement of Works*] for this content.

## Section VIII. Particular Conditions

(PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

### Guide

- (a) This Section consists of Part A, Contract Data, which contains data specific to each Contract, and Part B, Specific Provisions, which contains clauses specific to each Contract. The contents of this Section supplement the GC.
  - (i) Part A – Contract Data, includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.
  - (ii) Part B – Specific Provisions of the PC are intended to address country-, project- and contract-specific requirements not covered by GC.
- (b) Note that the PC provisions take precedence over those in the GC.
- (c) The “Notes for the Employer”, “boxed” notes and italicized notes are not part of the PC, but contain guidelines and instructions for the Employer. They shall be deleted from the actual Bidding Document to be issued to the Bidders except for CD 1.3 (Co name and address) and CD 4.3, which require the relevant data to be filled in prior to signing of the Contract.

## Part A - Contract Data

### Guide

The Employer shall insert relevant data prior to the issuance of the Bidding Document except for the Data required for Contract Data 1.3 (Contractor's name and address) and CD 4.3, which may be filled in prior to signing of the Contract once such data is available. Where a number of days is to be inserted it is desirable for the number to be a multiple of seven for consistency with the Conditions of Contract.

Conditions	Ref. GC	Data
<b>Employer's name and address</b>	1.1.2.2 & 1.3	[ ... insert Employer's name and address as indicated in BDS ... ]
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	[ ... insert Engineer's name and address ... ]
<b>Bank's name</b>	1.1.2.11	The Export-Import Bank of Korea
<b>Borrower's name</b>	1.1.2.12	[ ... insert Borrower's name as indicated in BDS ... ]
<b>Time for Completion</b>	1.1.3.3	<p>... days</p> <p>[ ... insert the time for completion of the whole of the Works and also the time for completion of sections, if applicable. If times (or dates) are to be specified for various sections of the Works, they should be listed here ... ]</p> <p><b>EX</b> 24 months from the commencement date of construction.</p>
<b>Defects Notification Period</b>	1.1.3.7	365 days.
<b>Sections</b>	1.1.5.6	[If sections are used, refer to table Summary of Sections of the Works given below]

<b>Electronic transmission systems</b>	1.3	<p>[ ... insert <i>Electronic transmission systems...</i> ]</p> <p><b>EX 1</b> <i>Electronic transmission using Fax/e-mail shall be acceptable subject to subsequent confirmation by a hard copy.</i></p> <p><b>EX 2</b> <i>E-mail</i></p>
<b>Governing Law</b>	1.4	[ ... insert: " <i>The law of the Borrower's country ...</i> ]
<b>Ruling language</b>	1.4	English
<b>Language for communications</b>	1.4	English
<b>Time for access to the Site</b>	2.1	<p>_____ days after Commencement Date</p> <p><b>Guide</b></p> <p>There shall be no work nor construction activities at the Site or any part thereof (as the case may be) unless the Employer has granted access to the Site or part thereof (as the case may be) in accordance with this Sub-Clause 2.1.</p> <p>The Employer shall be responsible for acquiring and providing legal and physical possession of the Site or any part thereof (as the case may be) and access thereto, and for providing possession of, and access to, all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way.</p>
<b>Engineer's Duties and Authority</b>	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of _____% shall require approval of the Employer.
<b>Performance Security</b>	4.2	<p>The performance security will be in the amount(s) of [insert related figure(s)] percent of the Accepted Contract Amount.</p> <p><b>EX 1</b> <i>The performance security will be in the form of an unconditional bank guarantee in the amount(s) of Ten percent (10%) of the accepted contract price.</i></p> <p><b>EX 2</b> <i>The performance security will be in the form of an unconditional bank guarantee in the amount of five percent (5%) of the Accepted Contract Amount and in the same currency in which the Contract Price is payable. The performance security of a joint venture shall be in the name of the Joint Venture.</i></p>

<b>Normal working hours</b>	6.5	<p><i>EX 1 Eight (8) hours per day</i></p> <p><i>EX 2 Monday to Friday 8.00AM – 5:00PM and Saturday 8.00AM – 1.00 PM with exception of Gazetted Public Holidays at a maximum of 45 hours in a week.</i></p>
<b>Delay damages for the Works</b>	8.7& 14.15(b)	<p>_____ % of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable.</p> <p><i>EX 0.1% of the final Contract Price per day, in the currency in which the Contract Price is payable.</i></p>
<b>Maximum amount of delay damages</b>	8.7	If eligible source countries for any material, labor, or equipment need to be changed during the implementation, the Contract may be amended under the relevant provision of the Contract subject to the prior consent of the Bank.
<b>Provisional Sums</b>	13.5.(b)(ii)	_____ % [If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]
<b>Adjustments for Changes in Cost; Table(s) of Adjustment Data</b>	13.8	<p>Period “n” applicable to the adjustment multiplier “Pn”:</p> <p>_____</p> <p>[Insert the period if different from one (1) month; if period “n” is one (1) month, insert “not applicable”]</p> <p>The ceiling amount for Price Adjustments: _____</p> <p>[Insert the amount in USD]</p> <p><i>EX Period “n” applicable to the adjustment multiplier “Pn”:</i></p> <p>_____</p> <p><i>The ceiling amount for Price Adjustments: shall be ten percent (10%) of the final Contract Price .</i></p>
<b>Payment of taxes, duties and levies</b>	14.1(b)	In accordance with the Loan Agreement, all taxes, duties and levies, including but not limited to import duties and Value-Added Tax, imposed on goods, works and related services to be used in [insert the name of the Borrower’s country], provided and/or purchased from any countries by the Contractor, subcontractors and/or local suppliers of any countries under the Loan Agreement for the implementation of the Project shall either be exempted or borne by the Borrower. Without prejudice to the foregoing, the Employer shall:

		<p>(i) use its best endeavours to enable the Contractor, subcontractors and/or local suppliers to benefit from any such tax exemption or savings in a timely and expeditious manner; and</p> <p>(ii) pay or reimburse, as the case may be, such taxes, duties and levies as are agreed to be borne by the Borrower under the Loan Agreement immediately after they are due and payable.</p> <p><i><b>EX</b> All taxes, duties, and levies imposed on goods and services in the Republic of Indonesia provided by the Contractor(s) and Supplier(s) for the implementation of the Project in accordance with the Indonesia tax laws and regulations shall be either exempted or borne by the Borrower, which shall be effective for the entire duration of validity of the Loan Agreement. The exemption, however, will be valid only for the main Contractor(s) and Supplier(s).</i></p>
<b>Total advance payment</b>	14.2	<p>_____ % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable</p> <p><i>[Insert number and timing of installments if applicable]</i></p> <p><i><b>EX</b> 15% of the Accepted Contract Amount payable in the currency in which the Accepted Contract Amount is payable</i></p>
<b>Repayment amortization of advance payment</b>	14.2(b)	<p>_____ %</p>
<b>Percentage of Retention</b>	14.3	<p>_____ %</p> <p><i>[Note: Specify the percentage of the retention, usually not more than 5%]</i></p>
<b>Limit of Retention Money</b>	14.3	<p>_____ % of the Accepted Contract Amount</p> <p><i>[Note: Specify the limit of the retention, usually not more than 5%]</i></p>
<b>Plant and Materials</b>	14.5(b)(i)	<p>If Sub-Clause 14.5 applies:</p> <p>Plant and Materials for payment when shipped en route to the Site _____ <i>[Note: Specify the list, if applicable]</i></p>
	14.5(c)(i)	<p>Plant and Materials for payment when delivered to the Site _____ <i>[Note: Specify the list, if applicable]</i></p>



<b>Minimum Amount of Interim Payment Certificates</b>	14.6	_____ % of the Accepted Contract Amount.
<b>Maximum total liability of the Contractor to the Employer</b>	17.6	<p>[Select one of the two options below as appropriate]</p> <p>The product of _____ [insert a multiplier less or greater than one] times the Accepted Contract Amount, or _____ [insert amount of the maximum total liability]</p> <p><b>EX</b> The product of one time the Accepted Contract Amount</p>
<b>Periods for submission of insurance:</b>  <b>a. evidence of insurance.</b> <b>b. relevant policies</b>	18.1	<p>[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days.]</p> <p>_____ days _____ days</p>
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2(d)	<p>[Insert maximum amount of deductibles]</p> <p><b>EX</b> US\$ 10,000 (ten thousand) per occurrence. The amount of event shall not be limited.</p>
<b>Minimum amount of third party insurance</b>	18.3	<p>[Insert minimum amount of third party insurance]</p> <p><b>EX</b> The minimum amount of third party insurance shall be:</p> <ul style="list-style-type: none"> <li>- Bodily injury: US\$ 10,000 (ten thousand) each person, each occurrence</li> <li>- Bodily injury including death: US\$ 50,000 (fifty thousand) each person, each occurrence</li> </ul> <p>Property damage: US\$ 50,000 (fifty thousand) each occurrence</p>
<b>Date by which the DAB shall be appointed</b>	20.2	28 days after the Commencement

<b>The DAB shall be comprised of</b>	20.2	<i>[Insert either “One sole Member” or “Three Members”]</i>
<b>List of potential DB sole members</b>	20.2	<i>[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: “none”]</i>
<b>Appointment (if not agreed) to be made by</b>	20.3	<i>[Insert name of the appointing entity or official]</i>
<b>Rules of arbitration</b>	20.6(a)	<i>[Insert rules of arbitration if different from those of the International Chamber of Commerce]</i>
<b>Place of arbitration</b>	20.6	<p><i>[Insert place of arbitration (e.g., Singapore, London, etc.), but exclude places in the Employer’s country or Contractor’s country]</i></p> <p><b>EX 1</b> <i>For the purposes of Sub-Clause 20.6 (a), international arbitration shall be:</i></p> <ul style="list-style-type: none"> <li><i>(i) Administered by the International Chamber of Commerce.</i></li> <li><i>(ii) Conducted in accordance with the rules of Arbitration of the International Chamber of Commerce.</i></li> </ul> <p><b>EX 2</b> <i>International arbitration with proceedings shall be administered by the Singapore International Arbitration Centre (SIAC) and conducted under SIAC rules but exclude places in the Employer’s country or Contractor’s country.</i></p>

## Part B - Specific Provisions

Conditions	Ref. GC	Data
<b>Parties and Persons</b>	1.1.2	<p>“Engineer” is synonymous with “Consultant”, as defined in Glossary.</p> <p><i>[If the sentence above is not applicable, please correct it accordingly.]</i></p>
<b>Inspections and Audit by the Bank</b>	1.15	<p>To add the following paragraph at the end of GC 1.15:</p> <p>The Contractor shall permit and shall cause its agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank and/or persons appointed by the Bank to inspect the Site, assets and/or the accounts, records and other documents relating to the procurement process, selection and/or Contract execution/performance, and to have such accounts, records, and other documents audited by auditors appointed by the Bank.</p> <p>The Bank’s right to inspect the Site and/or the Contractor’s accounts and records relating to the performance of the Contract stated in Sub-Clause 1.15 and 15.6(e) shall survive termination and/or expiration of the Contract.</p>
<b>Contractor’s General Obligations</b>	4.1	<p>The Contractor shall install a permanent plaque as part of the Works to enhance accountability and transparency before the Engineer issues the Performance Certificate to the Contractor. The plaque shall display the following information, but is not limited to:</p> <ul style="list-style-type: none"> <li>- the name of the Contract;</li> <li>- Acknowledgement of the Contract funded by the EDCF from the Korean Government;</li> <li>- the name of the Employer; and</li> <li>- the name of the Engineer and the Contractor.</li> </ul>
<b>Performance Security / Advance Payment</b>	4.2 / 14.2	<p>The Performance Security and the Advance Payment Security shall be in the form of the Bank Guarantee attached hereto in Section IX (Contract Forms), or another form acceptable to the Employer. The both of the Securities shall be issued by a local bank in the Employer’s country, KEXIM bank or any bank or insurance company/financial institution in the Contractor’s country whose credit rating is equal or above A- (A3) (equivalent) rated by an international credit rating agency (e.g., S&amp;P, Fitch, or Moody’s).</p> <p><i>[The credit rating may be adjusted based on the financial situations in either the Employer’s or the Contractor’s country]</i></p>

<b>Protection of the Environment</b>	4.18	<p>The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations, along with “EDCF Safeguard Policy”.</p> <p>The Contractor shall (a) establish an operational system for managing environmental and social impacts, (b) carry out all of the monitoring and mitigation measures set forth in the Environmental and Social Management Plan (“ESMP”) attached hereto as _____ [Insert the reference of attachment] and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit _____ [Insert submission period according to “EDCF Safeguard Policy”] reports on the carrying out of such measures to the Employer.</p> <div style="background-color: #e6f2ff; padding: 10px; margin-top: 10px;"> <p><b>EX</b> The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <p>The Contractor shall (a) establish an operational system for managing environmental and social impacts, (b) carry out all of the monitoring and mitigation measures set forth in the Environmental and Social Management Plan (“ESMP”) attached hereto as Annex 5 and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit semi-annual reports on the carrying out of such measures to the Employer.</p> <p>If the Contractor fails to comply with the above requirements in a reasonable manner, the Engineer shall order a third party to rectify the shortcomings and shall recover the cost of such works from the Contractor.</p> </div>
<b>The Contract Price</b>	14.1	<p>The Contract Price shall be stated in Korean Won converted by using the exchange rate applicable to the calculation of the amount of the Loan under the provisions of the Loan Agreement.</p> <p>The Contract Price shall be stated in Korean Won converted by using the exchange rate applicable to the calculation of the amount of the Loan under the provisions of the Loan Agreement. [Should a portion of the Contract Price be permitted to be denominated in other currencies pursuant to the provisions of the Loan Agreement, please provide details herein.]</p>
<b>Currencies of Payment</b>	14.15	<p>The Contract Price shall be paid in Korean Won. [Should a portion of the Contract Price be permitted to be paid in other currencies pursuant to the provisions of the Loan Agreement, please provide details herein.]</p>

## Section IX. Annex to the Particular Conditions - Contract Forms

### Guide

This section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### Table of Forms

Notification of Intention to Award .....	
Notification of Award .....	
Contract Agreement .....	
Performance Security .....	
Advance Payment Security .....	
Retention Money Security .....	

**The page is left blank**, as there is no guide on the Annex to the Particular Conditions-Contract Forms.

Please refer to the Section IX. Annex to the Particular Conditions -Contract Forms of [*EDCF Standard Bidding Document (SBD) Procurement of Works*] for this content.





# **USER GUIDE** FOR PROCUREMENT OF **WORKS** UNDER THE EDCF LOAN