



GOVERNMENT OF JAMAICA  
**Ministry of Industry, Commerce, Agriculture and Fisheries**

**ESSEX VALLEY AGRICULTURE DEVELOPMENT PROJECT**

**SUPPLY PIPES, FITTINGS AND APPURTENANCES (MOAF/EVADP/S4A/2020)**

**INVITATION TO BID**

The Government of Jamaica (GOJ) has received financing from the Caribbean Development Bank (CDB) in an amount equivalent to £35,515,000 towards the cost of Essex Valley Agriculture Development Project and intends to apply a part of the funds to cover eligible payments under the Agreement. Payment by CDB will be made only at the request of GOJ and upon approval by CDB, and will be subject, in all respects, to the terms and conditions of the Loan Agreement. The Loan Agreement prohibits a withdrawal from the Loan Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of CDB, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than GOJ shall derive any rights from the Loan Agreement or have any claim to the proceeds of the Loan.

The Ministry of Agriculture and Fisheries (MOAF), Essex Valley Agriculture Development Project (EVADP), now invites sealed bids from eligible and qualified Bidders for the Supply of Pipes, Fittings and Appurtenances (MOAF/EVADP/S4A/2020).

Firms whether bidding individually or in the form of a Joint Venture shall:

- (a) Be legally incorporated or otherwise organised in, and have their principal place of business in an Eligible Country;
- (b) Be more than fifty (50) per cent beneficially owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and
- (c) Have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e. more than fifty (50) percent of the value of the contract, will accrue or be paid to subcontractors or sub-consultants that are not from an Eligible Country.

Eligible countries are member countries of CDB .

Eligible bidders will be required to submit full qualification information with their bids establishing their eligibility to bid and qualification to perform the contract if the bid is accepted. Tender and qualification information are to be submitted in the English Language on the prescribed forms inserted in the Bid Documents. Submissions that do not provide the information required or that do not demonstrate the prospective contractor's ability to perform satisfactorily, will not qualify and will not be considered for further evaluation.

Bid documents will be available for inspection at the first address below, from **January 11, 2020**, on weekdays between **9:00 a.m.-3:00 p.m.** A complete set of bidding documents can be requested by interested bidders via email at procurement. [evadp@gmail.com](mailto:evadp@gmail.com)/[evadp@nic.gov.jm](mailto:evadp@nic.gov.jm). Requests may be made by personal application or in writing. Written applications must be clearly marked: "Request for Bid Documents for the Supply of Pipes, Fittings and Appurtenances". The documents will be promptly issued in soft copy, but under no circumstance will GOJ or the Essex Valley Agriculture Development Project (EVADP), Ministry of Agriculture and Fisheries, be held responsible for late delivery, loss or damage to the documents.

Hard copies of Bids must be submitted in sealed envelopes, with the name and address of the bidder, and be clearly marked "Tender for Supply of Pipes, Fittings and Appurtenances" and must be delivered to the second address below no later than **10:00 a.m. on February 26, 2021**. Bids will be opened publicly immediately after the deadline for submission of bids, in the presence of Bidders' representatives who choose to attend at that address. Qualification information only must be submitted simultaneously to the third address below.

Each bid must be accompanied by a "Bid Security" or "Bid-Bond" as appropriate of Two Million, Five Hundred Thousand Jamaican Dollars (JA\$2,500,000.00) or Twenty Thousand United States Dollars (US\$20,000). Late bids will be rejected.

GOJ/Ministry of Agriculture and Fisheries reserves the right to accept or reject any bid, and to annul the process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected prospective bidder(s) or any obligation to inform the affected prospective bidder(s) of the grounds for GOJ/Ministry of Agriculture and Fisheries (MOAF) action. GOJ will not defray any costs incurred by any bidder in the preparation of bids.

1. **Address for Inspection and Clarification of Bidding Documents** <https://www.micaf.gov.jm/>

2. **The Procurement Specialist**  
Essex Valley Agriculture Development Project  
The Project Office  
National Irrigation Commission  
191 Old Hope Road  
Kingston 5, Jamaica W.I.  
Tel. No. + 1-876-977-6624  
Or email: [procurement.evadp@gmail.com](mailto:procurement.evadp@gmail.com)/  
[evadp@nic.gov.jm](mailto:evadp@nic.gov.jm)

3. **Procurement Officer**  
Procurement Policy Unit  
Caribbean Development Bank  
P. O. Box 408, Wildey  
St. Michael  
BARBADOS, W. I.

Tel: +246-431-1600  
Fax: +246-426-7269  
Email: [procurement@caribank.org](mailto:procurement@caribank.org)



**PROCUREMENT DOCUMENTS**

# **Bidding Document for Procurement of Goods**

## **Essex Valley Agriculture Development Project (EVADP)**

**Procurement of:**

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**Pipes, Fittings and Appurtenances**

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**Issued on: January 11, 2021**

**ICB No: MOAF/EVADP/S4a/2020**

**Purchaser: Essex Valley Agriculture Development Project  
(EVADP) through Ministry Agriculture and Fisheries  
(MOAF)**

**Country: Jamaica**



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## **Preface**

This Bidding Document for Procurement of Goods has been prepared by Ministry of Agriculture and Fisheries (MOAF) and is based on the Standard Bidding Document for Procurement of Goods issued by Caribbean Development Bank dated March 2018.

The Standard Bidding Document for Procurement of Goods reflects the structure and the provisions of the Master Document for Procurement of Goods, prepared by Multilateral Development Banks and International Financing Institutions, except where specific considerations within the respective institutions have required a change.

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# **PART 1 – Bidding Procedures**

Revised January 4, 2021

# Section I. Instructions to Bidders

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# Section I. Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 The Purchaser indicated in Section II, **Bid Data Sheet (BDS)** issues this Bidding Document for the procurement of Goods and if applicable any related services incidental thereto, as specified in Section VI, Supply Requirements. The name, identification, and number of lots are **provided in the BDS**.
  - 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section VII, General Conditions.
2. **Source of Funds**
  - 2.1 The Recipient (hereinafter called “Recipient”) **indicated in the BDS** has applied for or received financing (hereinafter called “funds”) from the Caribbean Development Bank (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Recipient and the Bank (the Financing Agreement), and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 The Bank requires that the Recipient (including beneficiaries of Bank financing, as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the procurement process or in contract execution;

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, noncompetitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
  - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
  - (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by the Bank financing, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provisions stated in Section VII, General Conditions of Contract.

- 4. Eligible Bidders** 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.6—or any combination of such

entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:

- (a) all partners shall be jointly and severally liable, and
- (b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if a Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Recipient for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with professional staff of the Recipient (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.4 A firm that is a Bidder (either individually or as a JVCA member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JVCA member, may participate as a subcontractor in more than one Bid.
- 4.5 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, or under suspension based on the execution of a Bid–Securing Declaration in the Purchaser’s Country at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.6 Government-owned entities in an eligible country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the eligible country.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

- 4.8 Firms shall be excluded if:
- (a) as a matter of law or official regulation, the Recipient's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or Related Services required; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

**5. Eligible Goods and Related Services**

- 5.1 All goods and services to be supplied under the Contract and financed by the Bank, shall have their source and origin in an eligible country of the Bank (as listed in Section V, Eligible Countries) and for that purpose:
- (a) "source" shall mean the country from which an item is transported to the country in which the project is located or the latter country provided that in both cases the item is located there at the time of purchase;
  - (b) "origin" shall mean the country in which an item is mined, grown, or produced. An item is produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or in utility from its components; and
  - (c) goods shall be considered to originate in a country if they meet the criterion of at least 50% by value derived from within that country,
- 5.2 For purposes of this Clause, the term Goods includes commodities, raw material, machinery, equipment, and industrial plants; and Related Services includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

- 5.4 At the Purchaser's request, Bidders may be required to provide evidence of the source and origin of goods and services.

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

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

#### **PART 2 Requirements**

- Section VI. Supply Requirements

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

- Section VII. General Conditions of Contract (GC)
- Section VIII. Special Conditions of Contract (PS)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

- 6.3 The Bidder shall obtain the Bidding Document and the responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8, from the source stated by the Purchaser in the Invitation for Bids; otherwise the Purchaser is not responsible for the completeness of the Bidding Document.

- .4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within the number of days **specified in the**

**BDS.** The Purchaser’s response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Bidder’s own expense.
- 7.3 Pursuant to ITB 7.2, where the Bidder and any of its personnel or agents have been granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
- 7.4 The Bidder’s designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so **provided for in the BDS**, the Purchaser will organize a site visit.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.

- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
  - (b) Completed Schedules, as provided in Section IV, Bidding Forms, completed in accordance with ITB 12 and ITB 14;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
  - (d) at the Bidder's option, alternative proposals, if permissible, in accordance with ITB 13;
  - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;
  - (f) documentary evidence establishing the eligibility of the Goods and Services offered by the Bidder, in accordance with ITB 17.1;
  - (g) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the

relevant forms furnished in Section IV, Bidding Forms, in accordance with ITB 16;

- (h) documentary evidence as **specified in the BDS**, establishing the conformity of the Goods and Related Services offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms, in accordance with ITB 17 and 28;
- (i) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners; and
- (j) any other document **required in the BDS**.

## 12. Letter of Bid and Price Schedules

12.1 The Bidder shall submit the Letter of Bid using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted except as provided for under ITB 20.2. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

13.1 Unless otherwise **indicated in the BDS**, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Purchaser's requirements as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Purchaser.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the requirements, and such parts shall be **identified in the BDS**, as will the method for their evaluation, and described in Section VI, Supply Requirements.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 Unless otherwise **provided in the BDS** and the General Conditions of Contract (GC), the prices quoted by the Bidder shall be fixed.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as **specified in the BDS**.
- 14.6 Prices shall be quoted as required in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country, in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS**.

- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP, named place of destination, in the Purchaser's Country, as **specified in the BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**.
- d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as non-

responsive and shall be rejected, pursuant to ITB 28. However, if **in accordance with the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated pursuant to ITB 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). **Unless otherwise indicated in the BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

#### 15. Currencies of Bid

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise **specified in the BDS**.

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

#### 16. Documents Establishing the Eligibility and Qualifications of the Bidder

16.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in Section IV, Bidding Forms.

16.2 If so **required in the BDS**, a Bidder shall submit the Manufacturer's Authorisation, using the form included in Section IV, Bidding Forms where the Bidder does not manufacture or produce the Goods it offers to supply.

16.3 If so **required in the BDS**, a Bidder shall submit evidence that it will be represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and Requirements, where a Bidder does not conduct business within the Purchaser's Country.

#### 17. Documents Establishing the Eligibility and Conformity of

17.1 To establish the eligibility of the Goods and Services in accordance with ITB Clause 5, Bidders shall complete the forms, included in Section IV, Bidding Forms.

**Goods and  
Related Services**

17.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its

Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Supply Requirements.

17.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VI, Supply Requirements.

17.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

17.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VI, Supply Requirements.

**18. Period of  
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the

request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## 19. Bid Security

19.1 The Bidder shall furnish as part of its bid, the original of either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, using the relevant form included in Section IV, Bidding Forms. In the case of a bid security, the bid security amount and currency shall be as **specified in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; *or*
- (d) another form of security **specified in the BDS**

from a reputable source from an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuer shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 37.
- 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 36; or
    - (ii) furnish a performance security in accordance with ITB 37.
- 19.8 The Bid Security or the Bid Securing Declaration of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid-Securing Declaration is executed in accordance with ITB 19.7, the Purchaser will declare the Bidder ineligible to be awarded a contract by the Purchaser for the period of time stated in the Form of Bid-Securing Declaration.
- 20. Format and Signing of Bid**
- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid where entries have been made shall be signed or initialed by the person signing the bid.
- 20.3 A bid submitted by a JVCA shall comply with the following requirements:
- (a) be signed so as to be legally binding on all partners; and
  - (b) include the Representative’s authorisation referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.
- 20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

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

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

- 21.1 Bidders may always submit their bids by mail or by hand. If so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids by mail or by hand shall enclose the original and copies of the Bid in separate sealed envelopes. If so permitted in accordance with ITB 13 alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as “ORIGINAL,” “ALTERNATIVE,” “ORIGINAL COPY,” and “ALTERNATIVE COPY”. These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.
  - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 22.1;

- (c) bear the specific identification of this bidding process pursuant to ITB 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If envelopes and packages are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
  - 22.1 Bids must be received by the Purchaser at the address and no later than the date and time **indicated in the BDS**.
  - 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
  - 23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
  - 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
    - (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
    - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
  - 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
  - 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

- 25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall conduct the bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.
- 25.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- 25.3 The Purchaser shall open all other envelopes one at a time and read out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, alternative bids, the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.
- 25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder`s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

## **E. Examination of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders, in accordance with ITB 35.
- 26.2 Any attempt by a Bidder to influence improperly the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB 29.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Determination of Responsiveness**
- 28.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 28.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

28.3 A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

28.4 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.

28.5 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28.6 Provided that a bid is substantially responsive, the Purchaser may waive any quantifiable nonconformities in the bid that do not constitute a material deviation, reservation or omission.

28.7 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid

28.8 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component. The adjustment shall be made using the methodology indicated in Section III, Evaluation and Qualification Criteria.

## **F. Bid Evaluation and Comparison**

- 29. Correction of Arithmetical Errors**
- 29.1 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors as indicated in Section III. Evaluation and Qualification Criteria.
- 29.2 If a Bidder does not accept the correction of errors, its bid shall be declared non-responsive and its Bid Security shall be forfeited or the Bid Securing Declaration executed.
- 30. Conversion to Single Currency**
- 30.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS.**
- 31. Evaluation of Bids**
- 31.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.

31.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 29.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 30.1;
- (e) Unless otherwise **specified in the BDS**, no regional margin of preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria.
- (f) price adjustment due to quantifiable non-material non-conformities in accordance with ITB 28.8; and
- (g) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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

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

31.5 The Purchaser's evaluation of a Bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

31.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 31.2(f).

**32. Qualification of the Bidder**

32.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.

32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

32.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid Price.

**33. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

33.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## G. Award of Contract

- 34. Award Criteria**
- 34.1 Subject to ITB 33, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 34.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Services originally specified in Section VI, Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.
- 35. Notification of Award**
- 35.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted.
- 35.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 35.3 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB<sup>1</sup> online and in the Bank's website<sup>2</sup> the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing from the Purchaser, a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 36. Signing of Contract**
- 36.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.

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<sup>1</sup> United Nations Development Business: [www.devbusiness.com](http://www.devbusiness.com).

<sup>2</sup> Caribbean Development Bank: [www.caribank.org](http://www.caribank.org)

- 36.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 36.3 Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 37, the Purchaser will discharge its Bid Security, pursuant to ITB 19.
- 36.4 Notwithstanding ITB 36.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorisations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract Agreement.

### **37. Performance Security**

- 37.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section IX, Annex to the Special Conditions - Contract Forms, or another form acceptable to the Purchaser. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
- 37.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, or execution of the Bid Security Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

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

<b>A. General</b>	
<b>ITB 1.1</b>	The Purchaser is: <b>Ministry of Agriculture and Fisheries (MOAF)</b>
<b>ITB 1.1</b>	The name of the bidding process is: <b>Supply of Pipes Fittings and Appertenances for the Essex Valley Agricultural Development Project</b>  The identification number of the bidding process is: <b>MOAF/EVADP/S4a/2020</b>
<b>ITB 2.1</b>	The Recipient is: <b>Government of Jamaica</b>
<b>ITB 2.1</b>	The name of the Project is: <b>Essex Valley Agriculture Development Project (EVADP)</b>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: <b>Procurement Officer, Essex Valley Agriculture Development Project (EVADP)</b> Address: <b>The Project Office, National Irrigation Commission, 191 Old Hope Road, Kingston 6</b> City: <b>Kingston</b> Country: <b>Jamaica</b>  Telephone: + <b>(876) 977-6624</b> Email address: <a href="mailto:procurement.evadp@gmail.com">procurement.evadp@gmail.com</a>  <a href="mailto:evadp@nicjamaica.com">evadp@nicjamaica.com</a>  Requests for clarification should be received by the Purchaser no later than <b>ten (10) days</b> , prior to the deadline for submission of Bids.
<b>ITB 7.4</b>	A Pre-Bid meeting <b>shall not</b> take place.

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: <b>English</b>
<b>ITB 11.1 (h)</b>	The Bidder must provide the following documentary evidence to establish the conformity of the goods and Related Services: <b>Technical Literature and Specifications</b> (Sales/Promotional Brochures will not be accepted)
<b>ITB 11.1 (j)</b>	The Bidder shall submit with its bid the following additional documents: <b>Technical Literature and Specifications</b> ( <i>Sales/Promotional Brochures will not be accepted</i> )
<b>ITB 13.1</b>	Alternative proposals <b>shall not be</b> permitted.
<b>ITB 13.2</b>	Alternative times for completion <b>shall not be</b> permitted.
<b>ITB 13.4</b>	Alternative technical solutions for the following parts of the Requirements: <b>Not permitted.</b>
<b>ITB 14.2</b>	Prices <b>shall be</b> fixed.
<b>ITB 14.5</b>	The version of the Incoterms is: <b>Incoterms 2010 (CIP)</b>
<b>ITB 14.6 (b)(i)</b>	Place of destination: <b>Kingston, Jamaica</b>
<b>ITB 14.6 (a)(iii) (b)(ii) &amp; (c)(v)</b>	Final Destination (Project Site): <b>National Irrigation Commission Pipe Storage Yard, New Forest , St. Elaizbeth, Jamaica</b>
<b>ITB 14.7</b>	The prices quoted by the Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract.
<b>ITB 14.8</b>	Prices quoted for each lot shall correspond at least to <b>100 %</b> of the items specified for each lot.  Prices quoted for each item of a lot shall correspond at least to <b>100 %</b> of the quantities specified for this item of a lot.
<b>ITB 15.1</b>	The Currency of the Bid shall be United States Dollars
<b>ITB 16.2</b>	The Bidder <b>shall</b> submit with its bid, the Manufacturer's Authorisation for the following part: All Items to be Procured.
<b>ITB 16.3</b>	The Bidder <b>shall</b> submit with its bid, evidence that it will be represented by an Agent in the country.
<b>ITB 17.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Not Applicable

<b>ITB 18.1</b>	The bid validity period shall be: <b>One Hundred and Twenty (120) days.</b>
<b>ITB 19.1</b>	A Bid Security <b>shall be</b> required. A Bid-Securing Declaration <b>shall not be</b> required. If a Bid Security shall be required, the amount and currency of the Bid Security <b>shall be one (1) percent (%) of the tender amount.</b>
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b>None</b>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b>Five (5).</b>
<b>ITB 20.2</b>	The written confirmation of authorisation to sign on behalf of the Bidder shall indicate:  <i>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</i>  <i>(b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution..</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 21.1 (b)</b>	The electronic bidding submission procedures shall be: <b>not applicable.</b>
<b>ITB 22.1</b>	For <b><u>bid submission purposes</u></b> only, the Purchaser's address is:  <b>The Procurement Officer Essex Valley Agriculture Development Project The Project Office National Irrigation Commission 191 Old Hope Road Kingston 6 Jamaica W.I. Tel. No. +(876) 977-6624 Email: <a href="mailto:procurement.evadp@gmail.com">procurement.evadp@gmail.com</a> <a href="mailto:evadp@nicjamaica.com">evadp@nicjamaica.com</a></b>  <b>The deadline for bid submission is:</b>

	Date: <i>February 26, 2021</i> Time: 10:00amm
<b>ITB 25.1</b>	The bid opening shall take place at: Address: <b>The Project Office Meeting Room Essex Valley Agriculture Development Project (EVADP) National Irrigation Commission 191 Old Hope Road Kingston 6 Jamaica W.I.</b> Country: Jamaica Date: February 26, 2021 Time: 10:15 am (immediately after bid submission)
<b>E. Bid Evaluation and Comparison</b>	
<b>ITB 30.1</b>	<b>Not Applicable</b>
<b>ITB 31.2 a)</b>	<b>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</b>
<b>ITB 31.2 e)</b>	A margin of regional preference <b>shall not</b> apply.
<b>ITB 31.6</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i> (a) Deviation in Delivery schedule: <b>No</b> (b) Deviation in payment schedule: <b>No</b> (c) the cost of major replacement component, mandatory spare parts, and service: <b>No</b> (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid <b>No.</b> (e) Life cycle costs: the costs during the life of the goods or equipment <b>No.</b> (f) the performance and productivity of the equipment offered; <b>No.</b>

<b>F. Award of Contract</b>	
<b>ITB 34.2</b>	The maximum percentage by which quantities may be increased is: <b>15%</b> The maximum percentage by which quantities may be decreased is: <b>25%</b>

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

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## 1. Margin of Preference [ITB 31.2 (e)]

1. If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Caribbean region. A margin of preference of 15% applies for goods manufactured in the Republic of Haiti or Suriname or Commonwealth Caribbean member countries of CDB (i.e. regional borrowing member countries of CDB as defined in Section V), when comparing bids from non-regional countries. For goods manufactured in other regional but non-borrowing member countries of CDB (see Section v), a margin of preference of 7.5% may be permitted. In the case of goods manufactured in the Republic of Haiti or Suriname or Commonwealth Caribbean member countries of CDB, the preference shall apply only to manufactured goods accepted by CDB as eligible for area tariff treatment under Article 14 of the Annex to the Treaty establishing the Caribbean Community. The production facility in which goods in question will be manufactured or assembled must be engaged in manufacturing or assembling such goods at least since the time of bid submission.
2. The price quoted for goods in bids shall include all duties and taxes paid or payable on the basic materials or components purchased in the respective markets or imported, but shall exclude the sales and similar taxes on the finished product.
3. All evaluated bids shall be compared to determine the lowest evaluated bid and the lowest evaluated bid shall be selected for the award taking into account the above-mentioned margins of preference for goods manufactured in the Caribbean region.

### Most Advantageous Bid:

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

## 2. Evaluation (ITB 31)

### 2.1. Evaluation Criteria (ITB 31.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.6, one or more of the following factors as specified in ITB 31.2(g) and in BDS referring to ITB 31.6, using the following criteria and methodologies.

- (a) Delivery schedule. (*As per Incoterms specified in the BDS*) – **Not Applicable**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive)

specified in Section VI, Supply Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, No adjustment will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Earliest Delivery Date” specified in Section VI, Supply Requirements.

- (b) Deviation in payment schedule. **Not Applicable**
- (c) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable**
- (d) Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the Bid. – **Not Applicable**  
  
An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.
- (e) Life Cycle Costs: **Not Applicable**  
  
If specified in BDS 31.6, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:
- (f) Performance and productivity of the equipment: **Not Applicable**
- (g) Specific additional criteria: **Not Applicable**

## **2.2. Multiple Contracts (ITB 31.4) Not Applicable**

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 32 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

### **2.3. Alternative Bids (ITB 13.1) – Not Applicable**

## **3. Qualification (ITB 32)**

### **3.1 Qualification Criteria (ITB 32.1)**

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 34, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) If the Bidder is a manufacturer:

- (i) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- Capacity to have a cash flow amount of Five Hundred Thousand United States Dollars (US\$500,000.00) equivalent
- Minimum average annual construction turnover of One Million, United States Dollars (US\$1,000,000.00, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years,

Documentary evidence shall include: Company's Audited Financial Statements, for the past three (3) years starting with the most recent one; also Current Ratio (liquidity), Net Profit Margin (profitability) and Total Asset Turn-over ratio (measure of efficiency).

- (ii) **Experience and Technical Capacity**

**The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):**

**Has been in the business of manufacturing/supplying these types of goods for a minimum of ten (10) years; has supplied similar type of goods for major international water projects in countries with similar climatic conditions to those of Jamaica. And shall submit a list of references over the period with project and client’s names, volume and pipe DN and specifications supplied for each project.**

**The Manufacturer shall also provide evidence and certificates in respect of health regulations applicable for products in contact with well sourced irrigation water (rubber gasket, all internal linings inside sockets, fittings etc.) Such certificates shall be issued independent internationally renowned Certifying Organizations (such as WRAS/WRC, ACS, DVGW)**

**(iii) Documentary Evidence**

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: **Technical Specifications in Section V**

**(b) If Bidder is not a manufacturer:**

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorisation Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least **three (3) contracts of similar goods in the past five (5) years.**

## Section IV. Bidding Forms

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## Letter of Bid

Date: \_\_\_\_\_  
 ICB No.: **MOAF/EVADP/S4a/2020**  
 Invitation for Bid No.: Not Applicable \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8: \_;
- (b) We offer to supply, in conformity with the Bidding Document, including eligibility requirements for Good and Related Services detailed in ITB 5, the following Goods and Related Services: \_\_\_\_\_;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: [amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures];;
- (d) The discounts offered and the methodology for their application are: \_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_;
- (e) Our bid shall be valid for the period of time specified in ITB 18.1., and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to furnish a performance security in accordance with ITB 37 and GC 13, for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB 4.3;
- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13
- (i) We are not subject to a Bid–Securing Declaration in the Purchaser’s Country, in accordance with ITB 4.5
- (j) We are not a government-owned entity/we are a government entity but we meet the requirement stated in ITB 4.6;

Revised January 4, 2021

- (k) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITB 4.5 and 4.8;
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorised to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Bidder Information Sheet

Date: \_\_\_\_\_  
**ICB No.: MOAF/EVADP/S4a/2020**  
 Invitation for Bid No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name
2. In case of JVCA, legal name of each partner:
3. Bidder's actual or intended Country of Constitution, Incorporation, or Registration:
4. Bidder's Year of Constitution, Incorporation, or Registration:
5. Bidder's Legal Address in Country of Constitution, Incorporation, or Registration:
6. Bidder's Authorised Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</li> <li><input type="checkbox"/> In case of JVCA, letter of intent to constitute a legally-enforceable JVCA, including a draft agreement, or JVCA agreement, in accordance with ITB Sub-Clauses 4.1.</li> <li><input type="checkbox"/> In case of government owned entity from an eligible country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.</li> </ul>
8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

## Partner to JVCA Information Sheet

Date: \_\_\_\_\_  
**ICB No.: MOAF/EVADP/S4a/2020**  
 Invitation for Bid No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JVCA Partner's legal name:
3. JVCA Partner's Country of Constitution, Incorporation, or Registration:
4. JVCA Partner's Year of constitution into a legally-enforceable JVCA::
5. JVCA Partner's Legal Address in Country of Constitution, Incorporation, or Registration:
6. JVCA Partner's Authorised Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address:
7. Attached are copies of original documents of:  <input type="checkbox"/> Articles of Constitution, Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from an eligible country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.
8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

## **Price Schedule for Goods and Related Services**

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

### Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C Bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							ICB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Source/Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of source/origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

### Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\*

(Group C Bids, Goods already imported)  Currencies in accordance with ITB 15										Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Source/Ori gin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of Source/ origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser’s Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

### Price Schedule: Goods Manufactured in the Purchaser’s Country

Purchaser’s Country _____		(Group A and B Bids)  Currencies in accordance with ITB 15				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser’s Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>4 [insert total price per item]</i>
Total Price									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

### Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Form of Bid Security (Bank Guarantee)

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Purchaser]

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ [name of contract] under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the *Letter of Bid*; or
- (b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Bidding Document.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

*This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.*

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

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

## Form of Bid Security (Bid Bond)

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

BY THIS BOND [*name of Bidder*] as Principal (*hereinafter called “the Principal”*), and [*name, legal title, and address of surety*], **authorised to transact business in** [*name of country of Purchaser*], as Surety (*hereinafter called “the Surety”*), are held and firmly bound unto [*name of Purchaser*] as Obligee (*hereinafter called “the Purchaser”*) in the sum of [*amount of Bond*]<sup>1</sup> [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of [*name of Contract*] (*hereinafter called the “Bid”*).

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

- (a) withdraws its Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Bidding Document;

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

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

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

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

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

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

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

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

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

## Form of Bid-Securing Declaration

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

Bid No.: *[insert number of bidding process]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid;  
or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (*where appropriate*)

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

## Manufacturer's Authorisation

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
ICB No.: **MICAF/EVADP/W4.1/2020-GA 49/JAM**

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorise *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Section V. Eligible Countries

The eligibility of the bidder shall be based on nationality, in accordance with the following rules. A corporation is eligible if it satisfies the following criteria:

- (a) legally incorporated or otherwise organised in, and have their principal place of business in an eligible country;
- (b) more than 50% beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an eligible country or countries, or by a body corporate or bodies corporate meeting these requirements; or
- (c) owned or controlled by the government of an eligible country provided that it is legally and financially autonomous, operated under the commercial law of an eligible country and not a dependent agency of the eligible country.

Eligible countries are member countries of CDB, as listed below or subsequently revised and any other countries which are indicated as eligible in the Financing Agreement.

### **BORROWING MEMBERS**

1. Anguilla
2. Antigua and Barbuda
3. Bahamas
4. Barbados
5. Belize
6. British Virgin Islands
7. Cayman Islands
8. Dominica
9. Grenada
10. Guyana
11. Haiti
12. Jamaica
13. Montserrat
14. Saint Kitts and Nevis
15. Saint Lucia
16. Saint Vincent and the Grenadines
17. Suriname
18. Trinidad and Tobago
19. Turks and Caicos Islands

**REGIONAL NON-BORROWING MEMBERS**

1. Brazil
2. Colombia
3. Mexico
4. Venezuela

**NON-REGIONAL MEMBERS**

1. Canada
2. China
3. Germany
4. Italy
5. United Kingdom

## **PART 2 –Requirements**

# Section VI. Supply Requirements

## Contents

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## Notes for Preparing the Supply Requirements

The Supply Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Supply Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Supply Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 34.2.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## List of Goods

### ESSEX VALLEY AGRICULTURAL DEVELOPMENT PROJECT PROCUREMENT OF PIPES AND APPURTENANCES

#### SUPPLY & DELIVERY OF 400mm/350mm/300mm/250mm/200mm/150mm/100mm/50mm DIA. PVC-U/PVC-4 PIPES, AND ASSOCIATED FITTINGS

#### Ductile Iron Fittings

ITEMS	SUMMARY SPECIFICATIONS				
<u>Fittings:</u>	Ductile iron pipe fittings and pipe specials shall comply with ANSI/AWWA C153, latest revision and shall conform to PN 16 for flanged joints unless otherwise specified or equivalent and shall be drilled (Universal) to for PN and ANSI to mate for the appropriate/equivalent pressure rating. All outside protection coating shall be of minimum mass 200 g/m <sup>2</sup> metallic zinc plus bitumen or epoxy coating according to EN 545 and ISO 8179-1.				
<u>Valves:</u>	To ISO 2531, BS EN 1092, PN16 (unless otherwise specified) cold working pressure to be supplied complete or equivalent.				
Ductile Iron fittings shall be internally lined with cement mortar or epoxy, with external protection consisting of metallic zinc coating in accordance with EN 545 and ISO 8179-1. All potable water pipes, appurtenances and fittings shall be ANSI/NSF 61 compliant.					
All flanged appurtenances shall be supplied with flange packs/accessories (nut, washes, bolts and insertion rubber/gasket) for each flange; pipes and other socket fittings shall be supplied with an adequate amount of lubricant and accessories. Sufficient field touch up material to cover 2% of the external surface area and 1% of the internal surface area of the ductile iron pipes and fittings shall be supplied by the Manufacturer.					
ITEM	PARTICULARS	QTY.	UNIT	Rate	Amount
	<b>Flange Level Invert Washout Tee</b>				
	400 x 400 x 100 Tee, F X F X F, Ductile Iron	4	No.		
	300 x 300 x 100 Tee, F X F X F, Ductile Iron	32	No.		
	250 x 250 x 100 Tee, F X F X F, Ductile Iron	7	No.		
	200 x 200 x 100, Tee, F X F X F, Ductile Iron	30	No.		
	150 x 150 x 100, Tee, F X F X F, Ductile Iron	5	No.		
	100 x 100 x 100 Tee, F X F X F, Ductile Iron	9	No.		
	<b>Gate Valves (ISO 2531 Flanges, NRS, valve operator/ wrenchnut/ stem cap, BS 5163, BS EN 1171)</b>				
	300mm Gate Valve, D.I. (F x F), PN16	50	No.		
	250mm Gate Valve, D.I. (F x F), PN16	12	No.		
	200mm Gate Valve, D.I. (F x F), PN16	94	No.		
	150mm Gate Valve, D.I. (F x F), PN16	32	No.		
	100mm Gate Valve, D.I. (F x F), PN16	262	No.		

	<b>Gate Valves for Hydrant (ISO 2531 Flanges, NRS, valve operator/ wrenchnut/ stem cap, BS 5163, BS EN 1171)</b>				
	100mm Gate Valve, D.I. (F x F), PN16	221	No.		
	75mm Gate Valve, D.I. (F x F), PN16	289	No.		
	50mm Gate Valve, D.I. (F x F), PN16	1149	No.		
	25mm Gate Valve, D.I. (F x F), PN17	650	No.		
	<b>Butterfly Valves (ISO 2531 Flanges, NRS, valve operator/ wrenchnut/ stem cap, BS 5163, BS EN 1171)</b>				
	450mm, Butterfly Valves D.I. (F x F), PN16	2	No		
	400mm, Butterfly Valves D.I. (F x F), PN16	2	No.		
	350mm, Butterfly Valves D.I. (F x F), PN16	2	No.		
	<b>Check (Non Return) Valves (ISO 2531 Flanges, NRS, valve operator/ wrenchnut/ stem cap, BS 5163, BS EN 1171)</b>				
	100mm Check Valve, D.I. (F x F), PN16	221	No.		
	75mm Check Valve, D.I. (F x F), PN16	289	No.		
	500mm Check Valve, D.I. (F x F), PN16	1149	No.		
	<b>Sleeve Couplings (D.I. or Steel)</b>				
	<b>Sleeve couplings for C900-07 PVC 1120 pipes, rated to minimum 250 PSI</b>				
	400mm Sleeve Coupling, D.I. or Steel	5	No.		
	350mm Sleeve Coupling, D.I. or Steel	5	No.		
	300mm Sleeve Coupling, D.I. or Steel	30	No.		
	250mm Sleeve Coupling, D.I. or Steel	5	No.		
	200mm Sleeve Coupling, D.I. or Steel	35	No.		
	150mm Sleeve Coupling, D.I. or Steel	14	No		
	100mm Sleeve Coupling, D.I. or Steel	60	No.		
	<b>Carried to Summary</b>				

### PVC Pipes & Fittings

ITEMS	SUMMARY SPECIFICATIONS
<b>Pipe:</b>	PVC-U or PVC-O (50mm – 425mm) pressure potable water pipes shall conform to the requirements of BS EN ISO 1452 (cast iron pipe OD's) or equivalent in laying length of 6m. Small bore PVC (50mm) pressure pipes shall be BS EN ISO 1452 or equivalent. PVC (110mm nominal diameter and above) pressure potable water pipes shall conform to the requirements of ISO 4422-2, BS EN ISO1452:2, or equivalent in laying length of 6m. PVC Pipe joints shall be push fit spigot gasketed socket type to D-3139, ASTM F 477, BS 2494.
<b>Fittings:</b>	Ductile iron pipe fittings and pipe specials shall comply with ANSI/AWWA C153, latest revision and shall conform to BS EN 1092, PN 16 for flanged joints unless otherwise specified or equivalent and shall be drilled (Universal) to for PN and ANSI to mate for the appropriate/equivalent pressure rating. All outside protection coating shall be of minimum mass 200 g/m <sup>2</sup> metallic zinc plus bitumen or epoxy coating according to EN 545 and ISO 8179-1.

All flanged appurtenances shall be supplied with flange packs/accessories (nut, washes, bolts and insertion rubber/gasket) for each flange; pipes and other socket fittings shall be supplied with an adequate amount of lubricant and accessories. Sufficient field touch up material to cover 2% of the external surface area and 1% of the internal surface area of the ductile iron pipes and fittings shall be supplied by the Manufacturer.

ITEM	PARTICULARS	QTY.	UNIT	Rate	Amount
	<b>Pipes</b>			<b>USD</b>	<b>USD</b>
A1	450mm DN PVC-U / PVC-O pressure pipes, push-fit gasketed joints, 16 Bar minimum working pressure.	230	Lin.M		
A2	400mm DN PVC-U / PVC-O pressure pipes, push-fit gasketed joints, 16 Bar minimum working pressure.	1,550	Lin.M		
A3	350mm DN PVC pressure pipes, pus- fit gasketed joints 16 Bar minimum working pressure.	2,750	LinM		
A4	300mm DN PVC pressure pipes, pus- fit gasketed joints 16 Bar minimum working pressure.	13,150	Lin.M		
A5	250mm DN PVC pressure pipes, pus- fit gasketed joints 16 Bar minimum working pressure.	1,980	LinM		
A6	200mm DN PVC pressure pipes, push fit gasketed joints, 16 Bar minimum working pressure.	14,440	Lin.M		
A7	150 mm DN PVC pressure pipes, push fit gasketed joints, 16 Bar minimum working pressure.	5,670	Lin.M		
A8	100mm DN PVC pressure pipes, push fit gasketed joints, 16 Bar minimum working pressure.	25,870	Lin.M		
A9	75mm DN PVC pressure pipes, push fit gasketed joints, 16 Bar minimum working pressure.	530	Lin.M		
A10	50mm DN PVC pressure pipes, push fit gasketed joints, 16 Bar minimum working pressure.	3,814	Lin.M		
				<b>Subtotal</b>	
ITEM	PARTICULARS	QTY.	UNIT	Rate	Amount
	<b>Reducer</b>				
B1	450mm - 300mm S x S	5	No.		
B2	300mm – 200mm S x S	6	No.		
B3	250mm – 200mm S x S	3	No.		
B4	200mm – 150mm S x S	7	No.		
B5	200mm – 100mm S x S	22	No		
B6	150mm – 100mm S x S	9	No.		
				<b>Subtotal</b>	
	<b>Saddles</b>				
	<b>For PVC pipes, working pressure minimum 16 Bar</b>				

C1	400mm x 75mm Saddle, D.I. for PVC pipe	1	No.		
C2	400mm x 50mm Saddle, D.I. for PVC pipe	13	No.		
	400mm x 25mm Saddle, D.I. for PVC pipe	4	No.		
C3	350mm x 50mm Saddle, DI. for PVC pipe	24	No.		
C4	300mm x 75mm Saddle, D.I. for PVC pipe	52	No.		
C5	300mm x 50mm Saddle, DI. for PVC pipe	46	No.		
	300mm x 25mm Saddle, DI. for PVC pipe	16	No.		
C6	250mm x 75mm Saddle, D.I. for PVC pipe	9	No.		
C7	250mm x 50mm Saddle, D.I. for PVC pipe	13	No.		
	250mm x 25mm Saddle, D.I. for PVC pipe	4	No.		
D1	100mm Valve Sleeve (750mm long D.I. Pipe) and Cast Iron Cover Assemble	1212	No.		
D2	25mm Valve Key (G.I Pipe) 1.5 meter long	6	No.		
	<b>Plugs/End Caps</b>			<b>Subtotal</b>	
E1	400mm PVC, cap	7	No.		
E2	300mm PVC, cap	12	No.		
E3	200mm PVC, cap	14	No.		
E4	150mm PVC, cap	8	No.		
E5	100mm PVC, cap	133	No.		
				<b>Subtotal</b>	
	<b>Flanged Adaptor for Hydrants</b>				
F1	100mm	1794	No.		
F2	75mm	2310	No.		
F3	50mm	9657	No.		
F4	25mm	4508	No.		
				<b>Subtotal</b>	
	<b>Bends</b>				
	<b>To be supplied with self-anchoring/restrained socket jointing suitable for receiving C900-07 PVC 1120 or DI pipes.</b>				
	450mm 22 1/2° Bend, socket x socket, PVC	2	No.		
	450mm 45° Bend, socket x socket, PVC	2	No.		
	400mm 22 1/2° Bend, socket x socket, PVC	4	No.		
	400mm 45° Bend, socket x socket, PVC	10	No.		
	400mm 90° Bend, socket x socket, PVC	6	No.		
	350mm 45° Bend, socket x socket, PVC	4	No.		
	350mm 90° Bend, flange x flange, PVC	2	No.		
	300mm 1 1/4° Bend, socket x socket, PVC	18	No.		
	300mm 22 1/2° Bend, socket x socket, PVC	28	No.		
	300mm 45° Bend, socket x socket, PVC	23	No.		
	250mm 1 1/4° Bend, socket x socket, PVC	2	No.		
	250mm 22 1/2° Bend, socket x socket, PVC	4	No.		
	250mm 45° Bend, socket x socket, PVC	5	No.		
	250mm 90° Bend, socket x socket, PVC	6	No.		
	200mm 1 1/4° Bend, socket x socket, PVC	11	No.		
	200mm 22 1/2° Bend, socket x socket, PVC	39	No.		
	200mm 45° Bend, socket x socket, PVC	30	No.		
	200mm 90° Bend, socket x socket, PVC	19	No.		
	150mm 1 1/4° Bend, socket x socket, PVC	3	No.		
	150mm 22 1/2° Bend, socket x socket, PVC	19	No.		
	150mm 45° Bend, socket x socket, PVC	12	No.		

150mm 90° Bend, socket x socket, PVC	13	No.		
100mm 111/4° Bend, socket x socket, PVC	3	No.		
100mm 221/2° Bend, socket x socket, PVC	44	No.		
100mm 45° Bend, socket x socket, PVC	86	No.		
100mm 90° Bend, socket x socket, PVC	59	No.		

**Subtotal**

<b>Tees</b>				
<b>To be supplied with self-anchoring/restrained socket jointing suitable for receiving C900-07 PVC 1120 pipes. Flanges shall be drilled Universal (BS EN 1092, PN 16 to mate with ANSI Class appropriate)</b>				
450 x 450 x 450 Tee, F x F x F, PVC	2	No.		
400 x 400 x 350 Tee, F x F x F, PVC	2	No.		
300 x 300 x 400 Tee, F x F x F, PVC	2	No.		
300 x 300 x 350 Tee, F x F x F, PVC	2	No.		
300 x 300 x 300 Tee, F x F x F, PVC	13	No.		
300 x 300 x 200 Tee, F X F X F, PVC	14	No.		
300 x 300 x 150 Tee, F X F X F, PVC	8	No.		
300 x 300 x 100 Tee, F X F X F, PVC	32	No.		
250 x 250 x 100 Tee, F x F x F, PVC	11	No.		
200 x 200 x 200 Tee, F x F x F, PVC	18	No.		
200 x 200 x 150 Tee, F x F x F, PVC	6	No.		
200 x 200 x 100 Tee, F x F x F, PVC	36	No.		
150 x 150 x 150 Tee, F x F x F, PVC	4	No.		
150 x 150 x 100 Tee, F x F x F, PVC	11	No.		
100 x 100 x 100 Tee, F x F x F, PVC	45	No.		

**Subtotal**

<b>Tees (to Hydrant)</b>				
<b>To be supplied with self-anchoring/restrained socket jointing suitable for receiving C900-07 PVC 1120 pipes. Flanges shall be drilled Universal (BS EN 1092, PN 16 to mate with ANSI Class appropriate)</b>				
300 x 300 x 100 Tee, F X F X F, PVC	53	No.		
300 x 300 x 75 Tee, F X F X F, PVC	20	No.		
200 x 200 x 50 Tee, F X F X F, PVC	210	No.		
150 x 150 x 75 Tee, F X F X F, PVC	410	No.		
150 x 150 x 50 Tee, F X F X F, PVC	210	No.		
100 x 100 x 50 Tee, F X F X F, PVC	732	No.		

**Subtotal \$0.00**

<b>Cross</b>				
<b>To be supplied with self-anchoring/restrained socket jointing suitable for receiving C900-07 PVC 1120 pipes. Flanges shall be drilled Universal (BS EN 1092, PN 16 to mate with ANSI Class appropriate)</b>				
300mm	6	No.		
200mm	3	No.		
100mm	5	No.		

**Subtotal**

<b>Adaptors</b>				
<b>Flanges shall be drilled Universal (BS EN 1092, PN 16 to Mate with ANSI Class appropriate)</b>				

	450mm Flange Spigot, F x Pe, PVC	4	No		
	400mm Flange Spigot, F x Pe, PVC	28	No.		
	350mm Flange Spigot, F x Pe, PVC	3	No		
	300mm Flange Spigot, F x Pe, PVC	129	No		
	250mm Flange Adapter F x Pe, PVC	13	No		
	200mm Flange Adapter F x Pe, PVC - anchored	185	No		
	150mm Flange Adapter F x Pe, PVC - anchored	61	No		
	100mm Flange Adapter F x Pe, PVC - anchored	353	No		
				<b>Subtotal</b>	
	<b><u>Blind/Blank Flange</u></b>				
	450mm	3	No		
	250mm	2	No		
				<b>Subtotal</b>	
	<b>Carried to Summary</b>				

### Air Valves

ITEMS	SUMMARY SPECIFICATIONS				
<b><u>Air Valves:</u></b>	Standard air valves shall have a minimum pressure rating of 16 Bar and in all cases shall be supplied with PN 16 (i.e. 16 bar) flanges, complying with BS EN 1092-1: 2007 unless otherwise specified. All air valves for water supply shall comply with the BSEN 1074-4:2000				
ITEM	PARTICULARS	QTY.	UNIT	Rate	Amount
	<b><u>Air Release Valves</u></b>			<b>usd</b>	<b>usd</b>
	38mm Combination Air Release Valve, complete with Ball Cock (working pressure 250 psi minimum)	8	No.		
	25mm Combination Air Valve, complete with Ball Cock (working pressure 250 psi minimum)	118	No.		
	12mm Single Orifice Air Release Valve, complete with Ball Cock (working pressure 250 psi minimum)	39	No.		
	<b>Saddle Strap for Air Valve</b>				
	400mm x 38mm	4	No		
	350mm x 38mm	4	No		
	300mm x 25mm	54	No		
	250mm x 25mm	10	No		
	200mm x 25mm	61	No		
	150mm x 12mm	16	No		
	100mm x 12mm	23	No		
	<b>Thread x Socket Adaptor</b>				
	38mm	8	No		
	25mm	118	No		
	12mm	39	No		
	<b>Ferrule</b>				
	38mm	8	No		
	25mm	118	No.		
	12mm	39	No		
	1.5m Long ferrule key	4	No.		
	<b>Carried to Summary</b>				

### **Galvanized Pipes & Fittings**

ITEMS	SUMMARY SPECIFICATIONS
<b><u>Pipe:</u></b>	Galvanized (G.I.) steel pipes shall be heavy duty and comply with DIN 2441 or EN 10255 (BS 1387) heavy duty, type class A or ISO 65, SCH 40 – ASTM A53 standard length 6 m including threaded ends and couplings. G.I. Pipes and fittings shall be threaded to BS 21 or ISO 7/1, BS EN 10226.
<b><u>Fittings:</u></b>	Galvanised Iron Fittings shall be malleable cast iron complying with EN 10255, BS, 143, BS1256. G.I. Pipes and fittings shall be threaded to BS 21 or ISO 7/1.

All flanged appurtenances shall be supplied with flange packs/accessories (nut, washes, bolts and insertion rubber/gasket) for each flange; pipes and other socket fittings shall be supplied with an adequate amount of lubricant and accessories. Sufficient field touch up material to cover 2% of the external surface area and 1% of the internal surface area of the ductile iron pipes and fittings shall be supplied by the Manufacturer.

ITEM	PARTICULARS	QTY.	UNIT	Rate	Amount
	<b><u>Pipes</u></b>				
	<b>G.I. Pipes, DIN 2441 or EN 10255 (BS 1387) heavy duty, standard length 6 m with threaded ends and couplings.</b>				
	100mm G.I. pipe	100	Lin.M		
	75mm G.I. pipe	500	Lin.M		
	50mm G.I. pipes	5500	Lin.M		
	25mm G.I. pipes	3000	Lin.M		
	<b><u>Threaded End G.I Pipe</u></b> <b><u>Length=300mm</u></b>				
	100mm	221	No.		
	75mm	250	No.		
	50mm	1200	No.		
	25mm	630	No.		
	<b><u>Spool Piece length=300mm</u></b>				
	100mm	441	No.		
	75mm	578	No.		
	50mm	2298	No.		
	25mm	1300	No.		
	<b><u>Bends</u></b>				
	100mm 90° Bend G.I., threaded.	662	No.		
	75mm 90° Bend G.I., threaded.	867	No.		
	50mm 90° Bend G.I., threaded.	3447	No.		

	25mm 90° Bend G.I., threaded.	1950	No.		
	<b><u>Compression (Sleeve) Couplings</u></b>				
	50mm G.I. Compression Coupling	156	No.		
	25mm G.I. Compression Coupling	1503	No.		
	<b><u>Pressure Regulator</u></b>				
	100mm Pressure Regulator F x F	2	No.		
	75mm Pressure Regulator F x F	10	No.		
	50mm Pressure Regulator F x F	324	No.		
	25mm Pressure Regulator F x F	164	No.		
	<b><u>Globe Valve</u></b>				
	100mm	3	No.		
	75mm	16	No.		
	50mm	536	No.		
	25mm	271	No.		
	<b><u>Flanged Spacer length=150mm</u></b>				
	50mm	156	No.		
	25mm	1503	No.		
	<b><u>Flanged Spigot length=450mm</u></b>				
	50mm	156	No.		
	25mm	1503	No.		
	<b><u>Flanged Reducer (fabricated)</u></b>				
	100mm-50mm	312	No.		
	100mm-25mm	132	No.		
	75mm-25mm	578	No.		
	50mm-25mm	2298	No.		
	<b>Carried to Summary</b>				

## SUMMARY

Item Description	Unit	Quantity	Rate	Amount (USD)
<b><u>General Summary</u></b>				
Ductile Iron fittings				
PVC Pipe and Fittings				
G.I Pipes and Fittings				
Air Valve and Fittings				
<b>Sub-Total</b>				
Contingency Sum to be expended in whole or part as directed by the Egnineer (5%)				
<b>Gand total</b>				



### 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date 2010		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date <i>[to be provided by the Bidder]</i>
1	<i>As per the Bill of Quantity</i>	<i>as per the bill of quantity]</i>	<i>as per the bill of quantity</i>	<i>National Irrigation Commission Pipe Storage Yard, New Forest, St. Elizabeth</i>	<i>3 months (90 days)</i>	<i>6 months (180 days)</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

## 2. List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>No additional Services Required</i>	<i>Not Applicable</i>	<i>Not Applicable</i>	<i>Not Applicable</i>	<i>Not Applicable</i>

1. If applicale

### 3. Technical Specifications

#### Detailed Technical Specifications and Standards

#### PIPES, FITTINGS AND APPURTENANCES

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## **GENERAL**

Work under this Specification consists of the supply of piping, valves, operators and related items.

In general, piping consists of all piping, fittings, joint materials (including lubricant) and couplings, bolts, nuts and gaskets.

- All pipes and appurtenances shall be new and newly manufactured, unused, and of the most recent or current models, and shall incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- All flanged appurtenances shall be supplied with flange packs/accessories (nut, washes, bolts and insertion rubber/gasket) for each flange;
- All socket and spigot pipes and socket fittings shall be supplied with joint rings/rubber and an adequate amount of lubricant and accessories. Joint rings for sewage application shall be type WG NBR (Nitrile).
- For Ductile Iron pipes & appurtenances sufficient field touch up material to cover 2% of the external surface area and 1% of the internal surface area of the pipes and fittings shall be supplied by the Manufacturer.

### **Inspection & Testing**

The Contractor shall bear the cost to supply, furnish and prepare the necessary test pieces and samples of all materials and supply the labour facilities and appliances for such testing as may be required to be carried out on his premises according to this specification. If there are no facilities at his own works for making the prescribed tests the Contractor shall bear the cost of carrying out the tests elsewhere.

Further all valves shall be tested to the appropriate test pressure at the manufacturer's works and shall be supported by a test certificate from the manufacturer.

### **Markings of Pipes, Fittings, Valves and Specials**

All markings described below shall be legible and durable unless otherwise specified.

All pipes and fittings shall be marked with the information specified in the relevant Part and Clause of BS EN ISO 1452 or EN 17176 clause 4.6 of BS EN 545: 2006. The mark of the manufacturers and class of pipe shall be embossed on all pipes and fittings; (non-metallic PVC-U or PVC-O pipes and fittings may have this information cold stamped or painted with an indelible paint). Other markings may be cast on, cold stamped or painted with an indelible paint.

The Sluice valves, Butterfly valves, Check valves and Hydrants shall be marked in complying with the relevant provisions of BS 5163: 2004, BS EN 1171: 2002, BS EN 593: 2004, BS EN 12334: 2001, BS 750: 2006 respectively.

All other valves which are not mentioned above but covered under this specifications shall be marked with at least nominal size, manufacturer's name (or trade mark), directions of closing, body material designation.

The manhole covers and surface boxes shall be marked in complying with clause 9 of BS EN 124:1994.

In addition to what is specified above the additional markings and the lettering sizes shall be made with details as per the Table 1.

**Table 1**

Item	Diameter (mm)	Details required	Lettering Heights Details (mm)
Pipes	above 350	“EVADP”; Pipe standard (BS EN ISO 1452, BS ISO 16422 or other); Class or type ; Nominal dia., Manufacture’s name & Year of manufacture (at intervals not more than 3 m)	50
	150 to 350 (both inclusive)	as above	25
	50 to 150	as above	10
Fittings and Specials	above 350	“EVADP”;; Pipe standard (BS EN ISO 1452, BS ISO 16422 or other); Class or type ; Nominal dia., Manufacture’s name & year of manufacture, PN (for flanges)	25
	150 to 350 (Both inclusive)	as above (except “EVADP” )	10
	50 to 150	“EVADP”	25
Manhole Covers	All sizes	“EVADP”; Pipe standard (BS EN ISO 1452, BS ISO 16422 or other); Class or type; Nominal dia., Manufacture’s name & year of manufacture, PN (for flanges) Bend angle for bends	50
		“EVADP”; "WATER" or "SEWAGE" (whichever is applicable); Standard (BS EN ISO 1452, BS ISO 16422 or other); Class or type; Size of clear opening.	20
Surface Boxes	All sizes	As for manhole covers	As appropriate
Valves	All sizes	Weight of valve	

**Protection during delivery**

The Contractor shall provide protection, to the approval of the Engineer, for the ends of all pipes and fittings prior to the pipes and fittings leaving the place of manufacture and shall maintain such protection until the items reach their destination in order to guard effectively against damage during transit and storage and the ingress of foreign matter inside the pipes and fittings.

All valves and fittings shall be securely packed in crates and boxes to prevent damage during delivery. The cost of packing shall be deemed to be included in the Contract Rates and crates will not be returned. Each box and package therein shall be clearly labelled stating the number, size and description of the contents. All details of the proposed method of providing such protection shall be submitted at the time of tendering.

The cost of providing protection to the ends of pipes and fittings shall be included in the unit prices tendered in the Bills of quantities.

**Packing of Bolts, Joints Rings & Gaskets**

Bolts of the same length and size (and their accompanying nuts and washers) shall be packed together in boxes not exceeding 100 kg. gross weight.

Joint rings and gaskets shall be packed in boxes and separate packages shall be provided for each size and description of ring or gasket.

**Manufacturer's Certificate**

The Contractor shall supply to the Engineer, test certificates and quality certifications stating that each item supplied has been subjected to the tests laid down herein and conforms in all respects to this Specification or such other Specification which has been submitted to and approved by the Engineer.

**Quality and Workmanship**

All pipes, fittings, accessories, valves, hydrants, surface boxes, and manhole covers shall be manufactured in compliance with BS EN ISO 1452 or BS ISO 16422 Quality Management System requirements. Quality Management system certificate should be from an organisation accredited to issue such certification and the manufacturer shall have this certificate valid during the supply and delivery of the materials. This certificate shall clearly indicate the location of the place of manufacture of goods.

**Flanged Joint Protection**

All flanged pipes and sluice valves shall be supplied with complete 'Corrosion' protection materials in accordance with the manufacturer's recommendation. The complete joint protection includes the materials, namely profiling mastic or primer, paste, tape and PVC or polyethylene outer wrapping. The quantity of materials required for each diameter joint shall be calculated in accordance with the manufacturer to cover the whole joint including nuts and bolts. The supplier shall provide the required details of quantities in the schedule of particulars.

## Coatings

All exposed cast iron or ductile iron components of valves to the external environment or to the water contained in the valve shall be fully coated to provide protection against corrosion. The external and internal surfaces except mating surfaces of all valves shall be treated with an electrostatically applied epoxy coating, a bitumen solution or any other material acceptable to the "EVADP" at the place of manufacture. Threaded and exposed machined surfaces liable to rusting shall be adequately protected in accordance with BS 5163: 2004.

## STANDARDS

- (a) Materials supplied in this section are required to meet; the British Standard (BS), European (EN), and International (ISO) Standards. Other materials which conform to the three foregoing Standards may also be acceptable.

Standards set by the British, Japanese, French or other equivalent Standards for Materials will also be acceptable.

- (b) Unplasticized poly (vinylchloride) PVC-U or oriented Unplasticized poly (vinylchloride) PVC-O Pipes and Fittings shall comply with the relevant provisions of the relevant BS EN ISO 1452, BS ISO 16422, British (BS), European (EN) or International Standard (ISO) set out below :

1. BS EN ISO 1452-1,
2. BS EN ISO 1452-5
3. BS ISO 16422
4. EN 17176

- (c) It is the intent of the contract to supply materials that are of uniform standard throughout, from a dimensional and a performance perspective, to facilitate standards for replacements, spares, additions, joining of parts, or extensions. All components of the pressure piping system should be compatible in that regard, and no special adapters, or conversions from one "standard" to another shall be acceptable.

## PIPE MATERIALS

All pipes shall be of PVC-U or PVC-O (unless otherwise specified) and shall conform to the relevant specifications below:

1. BS EN ISO 1452- Parts 1 to 5

2. BS EN ISO 1452-5,
3. BS ISO 16422 and
4. EN 17176

Pipes of diameter 300mm and less shall be of PVC, Medium Density Polyethylene (MDPE), or Ductile Iron (DI) and pipes of diameter greater than 300mm shall be ductile iron (unless otherwise specified) and all pipes shall conform to the specifications below.

### **Ductile Iron Pressure Pipe and Fittings for Pipeline**

(a) General

- Ductile iron pipes and fittings for water supply shall comply with BS EN 545
- Ductile iron pipes and fittings for sewerage shall comply with BS EN 598.
- Ductile iron pipes and fitting for sewerage rising mains shall comply with BS EN 598
- Ductile iron pressure pipes to be installed underground shall be ISO 2531 Pressure Class C40 or Class K9 for all pipe diameters or approved equivalent or appropriate class for pipes with diameters as follows.

#### BS, EN ISO 1452 Standard for Ductile Iron Pipe by Diameter

<u>Applied Diameter (mm)</u>	Pressure Class (psi)	Nominal Pressure (PN)
75 to 300	350	XXX
350 to 500	250	XXX
> 600	200	XXX

- Pipe joints shall be gasketed push fit spigot and socket type.
- Ductile iron pipe fittings shall comply with ISO 2531 or latest revision and shall conform to PN 16 (unless otherwise specified) or class K12 of ISO 2531 or appropriate nominal pressure. class.

(b) Dimensions of Pipes and Fittings

Dimensions of standard pipes and fittings shall be to ISO 2531:2009 or BS EN 545: 2010 unless otherwise shown on the Drawings if supplied or required for special purposes. Where pipes or fittings are required in dimensions other than those specified in ISO 2531: 2009 or BS EN 545/598:

2010, they shall be of the same classes as listed above and shall be designed for the works test pressures specified in Table 13 of ISO 2531: 2009 or Table 14 of BS EN 545: 2002 for the relevant nominal diameter.

Manufacturer's product catalogue, showing dimensions, mass and other details of all standard fittings shall be submitted to the Engineer for his approval prior to manufacture.

Manufacturer's detailed drawings of all special fittings shall be submitted to the Engineer for his approval prior to manufacture.

(c) Method of Manufacture of Pipes and Fittings

All straight pipes shall be spun or centrifugally cast and fittings and joint components shall be cast in sand moulds. Prior approval of the Engineer shall be required for any alternative casting methods.

At all stages of manufacture, rigid control shall be exercised and the pipes and fittings shall be sound and free from surface or other defects.

Foundries shall comply with the requirements of ISO 9001:2008 Quality Management Systems.

Manufacturing process of Pipes and Fittings shall comply with the ISO 9001: 2008 quality management system requirements and such quality management system possessed by the manufacturer should be from an organisation accredited to issue such certification. Documentary evidence regarding accreditation together with the scope of certification should be provided. Certificate shall clearly indicate the name and address of the location of factory.

The Bidder shall also submit full details of the manufacturing process he intends to use with his tender. Such details shall include but not be confined to;

- (1) Casting and heat treatment processes.
- (2) Cleaning process and preparation of surface of iron before application of coating and lining.
- (3) Specification of all lining and coating materials, their thickness and application procedures.
- (4) Ductile Iron Pipes and Fittings shall be from the same manufacturer.

(d) Coatings and Linings

General

Ductile iron pipe and fittings shall be provided with cement mortar lining to ISO 4179 or approved equivalent and shall be coated on the outside (externally protected) with metallic zinc coating covered with a finishing layer of fusion bonded epoxy or bituminous coating(outside)all in accordance with EN 545 and ISO 8179-1 or approved equivalent, for high corrosion resistance. Cement shall not originate from kilns that burn metal-rich hazardous waste fuel, nor shall a fly ash or pozzolan be used as a cement replacement.

Ductile iron fittings may also be provided with electrostatically applied epoxy lining in accordance with AWWA C104, latest revision.

- All Ductile Iron pipes for sewerage applications shall be provided with a Sulphate resistant cement mortar lining.
- Ductile iron pipes shall be supplied with polyethylene encasement in accordance AWWA C105/A21.9, ISO 8180 or approved equivalent.
- All outside protection coating for Ductile Iron pipes shall be of minimum mass 200 g/m<sup>2</sup> metallic zinc plus bitumen or epoxy according to EN 545 and ISO 8179-1.

#### Internal Lining

Pipes and fittings for water supply and sewerage shall be lined internally with cement mortar and shall comply with BS EN 598 (2002) or BS EN 545 (2002). The thickness of the lining shall be as stated in the following table or at a minimum, in accordance with Table “Thickness of the cement mortar lining” in ISO 4179.

Pipe Size DN	Thickness of Lining			
	Nominal (mm)	Minimum Arithmetical Mean Value (mm)	Individual Minimum Value (mm)	Maximum (mm)
100-300	3	2.5	2	10
350-600	5	4.5	3.5	10
700-1200	6	5.5	4.5	10

The inside of the sockets shall be coated with bitumen or as used for the finishing coating to the pipes.

#### External Coating

Pipes and fittings shall be given an external coating of zinc in accordance with BS EN 598 or BS EN 545 and a finishing coat of either cold applied bitumen complying with the performance requirements of BS 3416 Type II material, or hot applied bitumen to BS 4147 Type I Grade C or finishing layer of fusion bonded epoxy.

#### (e) Joints Rings and Lubricants

The physical properties of elastomeric joint rings shall comply with Table 2 of BS EN 681-1: 1996. The joint rings shall also comply with the relevant provisions in BS EN 681-1:1996 for effects on water quality and resistance to microbiological deterioration.

The material of joint rings shall be of EPDM/SBR and shall be dual hardness punching type with preferably 76-84 IRHD at the heel of the ring and 46-55 IRHD at the bulb of the ring.

Joint rings for sewage application shall be type WG NBR (Nitrile).

Joint rings shall be supplied by the pipe manufacturer.

Each joint ring shall be marked clearly and durably in accordance with the following information in a manner that does not interfere with the sealing function of the ring, in complying with clause 10 of BS EN 681-1:1996

- a) The nominal size
- b) Manufacturer's identification
- c) The number of the BS or BS EN or EN with seal type designation.
- d) Abbreviation for the elastomer

Joint Lubricants for sliding joints shall have no deleterious effects on either the joint rings or pipes, and be unaffected by the liquid to be conveyed. Lubricants shall not impart to water taste, colour or any effect known to be injurious to health and shall be resistant to bacterial growth.

(f) Gaskets for Flanged Joints

Gaskets for flanged pipe joints shall be of the inside bolt circle type and the dimensions shall comply with BS EN 1514 – Part 1: 1997. The physical properties of gaskets shall comply with Table 2 of BS EN 681-1:1996. The Gaskets shall also comply with the relevant provisions in BS EN 681-1:1996 for effects on water quality and resistance to microbiological deterioration (gaskets for sewage application shall be type WG NBR.

The Gasket material shall be EPDM/SBR and shall be of average hardness of 76-84. The Gaskets shall be supplied by the manufacturer and shall be suitable for PN 16 flanges unless otherwise stated. Each gasket shall be marked clearly and durably in accordance with the following information in a manner that does not interfere with the sealing function of the gasket, in complying with clause 10 of BS EN 681-1:1996. a) The nominal size b) Manufacturer's identification c) The number of the BS or BS EN with seal type designation. d) Abbreviation for the elastomer

(g) Nuts, Bolts and Washers

The nuts, bolts and washers for flanged joints shall be of high tensile steel and shall comply with BS EN 14399 – Part II – 2005. The bolting shall comply with the relevant provisions of BS EN 1092- 1: 2007.

All bolts, studs, tie rods and nuts for all pipe, valves and accessories shall be stainless steel and have American National form right-hand machine cut threads which shall conform with ANSI B1.1, "Screw Threads", Coarse Thread Series, Class 2 Fit, unless otherwise specified. Bolt heads and nuts shall be semi-finished and shall conform with ANSI B18.2 "Wrench-head Bolts and Nuts and Wrench Openings", Heavy Series, unless otherwise specified. All nuts shall be hexagonal in shape.

The Bolt lengths shall be sufficient to ensure that nuts are full threaded when tightened in their final position with two threads showing.

(h) Polyethylene Sleeving for DI Pipes & Fittings

Where specified Tubular polyethylene protective sleeving for buried DI pipes & fittings shall comply with the relevant provisions of BS 6076: 1996 and shall be in accordance with ISO 8180: 2006.

Ductile iron pipes and fittings shall be supplied throughout complete with polyethylene sleeving to BS 6076 and plastic adhesive tape in accordance with the pipe manufacturer's recommendations or with waterproof wrapping tape which shall be provided where shown in the Contract.

(i) Self-Anchored Flexible Joints

Self-anchored flexible joints for pipe diameters up to and including DN 300 shall be standard push-fit type joints but with modified gaskets incorporating stainless steel toothed inserts. The joints shall be suitable for a working pressure of 16bar with allowable deflection of 5 degrees.

Self-anchored flexible joints for pipe diameters exceeding DN 300 shall incorporate a weld on flange and tie bolts or similar self-restrained joint system. The joints shall be suitable for a working pressure of 16bar with an allowable deflection of 4 degrees

**Unplasticized Polyvinyl Chloride (PVC-U) or oriented Unplasticized Polyvinyl Chloride (PVC-O) Pipe**

PVC-U or PVC-O socket and spigot Pressure Pipe for Irrigation/Potable water, shall conform to the requirements of BS EN ISO1452:1-5, BS ISO 16422 or EN 17176 Class E or ISO 4422-2 (PN 16 minimum) or equivalent.

PVC Gravity Sewers shall conform to the requirements of ISO 4435SDR 34 minimum or equivalent.

For (gravity or pressure) pipes of nominal diameter of 50 mm (2") and above, the joints shall be socket and spigot rubber gasket (compression) push fit type with gaskets to, BS EN ISO Part 2-5, BS ISO 16422 or equivalent. Gasket rubbers for sewage service shall be WG type NBR (nitrile) in accordance with EN 681-1, ISO 1817 or equivalent.

**Fittings for gravity sewers**, including bends (S x S) and 45<sup>0</sup>angle branch wyes (S x S x S) shall have (all) socket ends with (compression) rubber gasket, for mating with spigot ends.

Supplier shall provide all necessary rubber gaskets and lubricant for pipes purchased under this contract.

**Medium Density Polyethylene Pipe (MDPE) for Service Connections**

(a) Definitions

For the purpose of this standard, the definitions below are applied:

- Hoop Stress - the stress in a pipe of fitting under pressure acting tangentially to the perimeter of a transverse section.

- Long-term Hydrostatic Stress - the continuously applied hoop stress which is estimated will cause a failure at a specified time and temperature.
- Test Pressure - the pressure applied internally to pipes and fittings when being tested for strength and water-tightness.
- Type Test - a test intended to prove the suitability and performance of a new composition, a new compound or processing technique, or a new design or size of pipe, joint or fitting. Type tests are generally carried out when a change in compound composition or method of manufacture.
- Elevated Temperature Performance (ETP) - the performance of pipe compounds giving 50 year life up to and including 50°C without pressure derating.
- Minimum Required Strength (MRS) - the minimum required hoop stress at 50 years and 50°C required for classifying a pipe compound.
- Pressure Derating - the pressure at which the pipe is derated at temperatures above 50°C while in the ductile mode.
- Design Life - the design life of a pipe while in the ductile mode.
- Ductile Mode - hydrostatic pipe failure which is depicted in the flat part of the regression curve.

(b) Classification

Polyethylene pipe extrusion compounds shall be classified as PE/MRS 63 ETP (Elevated Temperature Performance).

(c) Composition

- General - Polyethylene pipe compounds shall be black colored. Black polyethylene pipe compounds shall contain carbon black.
- Compounds - All polyethylene compounds shall be in a fully pre-compounded form.
- Additives - Polyethylene pipe extrusion compounds shall contain anti-oxidants either singly or in combination so that the oxidation times as determined in shall be not less than 40 minutes at 210°C.
- Carbon Black - Black polyethylene pipe extrusion compounds shall contain 2.5 + 0.5% by mass of carbon black, when determined in accordance with specific tests methods. Carbon black shall comply with the following requirements:
  - i. Average particle size of 0.010-0.025  $\mu\text{m}$
  - ii. Density of 1.5-2.0 g/ml.
  - iii. Maximum volatile content: 2%
  - iv. Maximum toluene extract: 0.1%
- Dispersion of additives - Antioxidants and carbon black shall be evenly dispersed in the

compounds, and shall show a satisfactory dispersion.

(d) Type Test

When tested in accordance with ISO/CD 9080, the 97.5% lower confidence limit (LCL) of the extrapolated minimum strength (MRS) value at 50 years shall not be less than 6.3 MPa at 50°C. When tested in accordance with ISO/CD 9080 the pipe shall withstand a hoop stress of 2.3 MPa for not less than 7000 hours at 95°C.

(e) Internal Pressure Test

- Long Term - when tested in accordance with the above clause, the pipe shall withstand a hoop stress of 4.0 MPa for not less than 1000 hours at a test temperature of 80 + 2°C.
- Short Term - when tested in accordance with the above clause, the pipe shall withstand a hoop stress of 4.6 MPa for not less than 165 hours at a test temperature of 80 + 2°C.

(f) Pressure Derating at Elevated Temperature

PE/MRS 63 ETP polyethylene pipe compounds shall not require pressure derating at temperature up to and including 50°C.

(g) Effect on Water

Polyethylene pipe compounds, when extruded into pipe shall meet international requirements for use in contact with potable water.

(h) Marking

Polyethylene pipe extrusion compounds complying with this standard shall be marked with the following information.

- i. Manufacturers name and/or Trademark
- ii. Batch identification.

(i) Acceptance

Each delivery of polyethylene pipe to the site shall be accompanied by a certificate from the manufacturer certifying compliance with these specifications. Any deviations found in random checks by the Engineer on coil lengths, coil weights, pipe dimensions and any failure in hydrostatic pressure tests shall be considered a cause for rejection of the entire consignment.

### **Fittings for Medium Density Polyethylene Pipe**

Fittings for MDPE pipe shall be manufactured from Acetal or Gunmetal having a body with internal taper, grip ring for end loading resistance, "O" ring for water tight seal. All components shall be manufactured from UK WFBS listed materials. The seal of the push fit joint is obtained using water pressure as a thrust medium and hence no tool is used to obtain a water tight joint. Supplier shall be approved to BS 5750: Part 1:1987; ISO 9001-1987 for supplier quality management systems.

Material Specifications

Gunmetal fittings	-	BS1400:LG2 cast gunmetal
Plastic fittings	-	Threaded: generally DupontDerlin 107 black 601. Acetal Homopolymer; all other fittings; Hoescht T 1020 black R2 Acetal Terpolymer.
Components	-	Grip ring; Acetal polymer "O" ring; EDPM elastomer to BS 2492 type W, such as Millflex M28, Victaulic EP52, Exxon 584/111 EDPM or Wooduolle Polymer 09-333.

The fittings shall be designed for use underground and to handle potable water at temperatures up to 60 °C. They shall be capable of test operation at a pressure of 2.5 Mpa without leaking.

Adapters for connecting polyethylene and G.I. pipe shall be designed with an inlet for metric size PE pipe and a female threaded outlet to BS 21:1975 or ISO 7/1 for Galvanized Iron (G.I.) pipe to BS 1387.

**Galvanized Steel Pipe and Fittings (to EN 10255, DIN 2441, ISO 65, BS EN 10242, BS 143, BS 1256, ASTM A 53)**

Galvanized (G.I.) steel pipes shall be heavy duty and comply with DIN 2441 or EN 10255 (BS 1387) heavy duty, type class A or ISO 65 or standard length 6 m including threaded ends and couplings.

Fittings shall be galvanized, complying with EN 10255, BS, 143, BS1256. Pipes and fittings shall be threaded to BS EN 10226-2, BS 21 or ISO 7/1.

The coating weight on galvanised fittings shall conform to the requirements of BS EN ISO 1452 with a minimum coating of 610 g/m<sup>2</sup> (2oz/ft<sup>2</sup>) equal to a thickness of 86µm (0.0034 in).

Where required, "Denso" tape, or equal, shall be provided for corrosion protection of buried galvanized pipe and fittings.

Dimensions shall be according to ISO 65, EN 10255, BS 1387 or according to equivalent standards.

The pipes and fittings shall be independently assessed by BSI to confirm compliance with the product standards – BS EN 10242 and BS143 and 1256 or an equivalent independent third party assessment to confirm compliance with the relevant standards.

**PIPE JOINTS AND COUPLING**

- (a) Restrained joints where specified shall be Series 1350 Uni-Flange Block Buster Device for PVC-U or PVC-O socket and spigot/pipe bell joints or equivalent.
- (b) Mechanical and push-on joints where required on the plans shall conform to BS EN ISO 1452 or equivalent.

- (c) Flange joints where required on the plans shall conform to the relevant BS EN ISO 1452 standard or equivalent.
- (d) Bolts, Studs, Tie Rods, Nuts and Washers. All bolts, studs, tie rods and nuts for all pipe, valves and accessories shall be stainless steel and have American National form right-hand machine cut threads which shall conform with ANSI B1.1, "Screw Threads", Coarse Thread Series, Class 2 Fit, unless otherwise specified. Bolt heads and nuts shall be semi-finished and shall conform with ANSI B18.2 "Wrench-head Bolts and Nuts and Wrench Openings", Heavy Series, unless otherwise specified. All nuts shall be hexagonal in shape.

### **Glass-reinforced Thermosetting Plastic (GRP)**

GRP pressure pipe, fittings and their joints shall conform to the requirements of ISO 10639 or equivalent. Supplier to provide all necessary rubber gaskets and lubricant for pipes purchased under this contract.

### **FIRE HYDRANTS**

Fire Hydrants shall be of the dry barrel pillar type conforming to the latest revision of BS EN ISO 1452 standard or approved equal and shall include a gate valve for isolation. Related working pressure shall be 1.6Mpa, test pressure shall be 2.1 Mpa, and hydrants shall include the following specific design criteria. Traffic feature to be designed to easy 360 degree rotation of nozzle section during field installation.

Each hydrant shall provide two hose outlets diametrically opposed. Hose outlets shall be suitable for 63.5 mm (2 1/2") nominal diameter hose couplings and shall be threaded with British London V threads, having 5.92 threads per cm (5 1/5 threads per inch).

Fire hydrants shall be post office red in colour and open anti-clockwise.

Friction loss not to exceed 1.8 m at 400 i.g.p.m through the 2 1/2" pumper nozzle. Hydrants shall be equivalent to AVK Series 27 Fire Hydrant.

### **BLUE EPOXY PROTECTIVE COATING**

Where specified, the protective coating shall be epoxy resin based, non-toxic, high build, solvent free, chemical and corrosion resistant with 100% volume of solids. The dry thickness per coat shall be 150 micron and a minimum of one coat shall be applied. The epoxy protective coating should have been approved for contact with drinking water by NWC. Necessary certificate is to be attached. The coating shall be smooth and glossy. It shall be suitable for application to valves, water pipes etc.

### **FERRULES, SADDLES AND STOP COCKS**

#### **Ferrules**

Ferrules shall be supplied with a push fit outlet for Polyethylene Pipe. All ferrules shall be designed as a main stem with a 360° swivel outlet at 90°, with control of water flow via a threaded inner plug. The inlet shall be a male taper threaded to BS 21: 1975 or to ISO 7/1. The ferrules shall be designed for use underground and to handle potable water at temperatures of up to 50°C. The ferrule shall be capable of working at a pressure of 24 bars without leaking. The ferrule shall be easily shut off by means of the inner screw down plug.

The design of the ferrule shall further permit use with conventional drilling machines which mount on to the ferrule/saddle assembly and drill the main via the ferrule stem waterway, dry or under pressure.

The ferrule stem, inner plug and top cap shall be manufactured of Gunmetal/Bronze to BS1400 1986 LG2. The ferrule banjo may be manufactured of Gunmetal/Bronze or acetyl.

The banjo washer and the top cap washer shall be manufactured in nitrile rubber to BS 2494 and shall provide the sealing between the outer body and ferrule stem.

### **Saddles**

Tapping saddles shall be of cast gunmetal to BS1400 LG2 supplied with aluminium bronze or stainless steel bolts and nuts and synthetic nitrile rubber gasket and shall have an untapped boss on the top surface suitable for installation of the approved ferrule. All saddles shall be threaded to BS 21, all strap bolts shall be fully threaded.

### **Stopcocks**

Stopcocks shall be gunmetal 12 mm (1/2") BS1010 stop valves supplied with female thread inlet and 12 mm (1/2") female thread outlet. The valves shall be provided with a detachable key operator, with the spindle shielded so as to prevent unauthorized operation with a wrench. Jumpers shall be fixed.

## **METER BOXES AND APPURTENANCES**

### **Meter Boxes**

Meter boxes shall be injection moulded of high density polypropylene. The nominal dimensions shall be 19" long x 13" wide x 10" tall. The boxes shall have a pipe slot on both ends and a recess at the top for the cover. The cover shall include a snap-lock tab, lifting hole, and hinged reading lid.

### Valves and Fittings

Ball Valves for meter installation shall be PVC ball valves with Teflon seats, EPDM cushion and seals and ABS handle. Valve shall be rated at 1.0 Mpa. PVC unions and fittings shall be PN 16.

## **VALVES**

All packing and gaskets shall be of non-asbestos materials and shall be suitable for use in potable water systems. All valves supplied shall be designed to provide 100% water tight shut off at all specified pressures and suitable for use with water temperatures up to 45°C including climatic and soil conditions encountered in the Project area.

Marking of valves shall include the following:

- Manufacturer's name or Trade mark
- Nominal Diameter (D.N.) in mm
- Pressure rating in Mpa

- Month and Year of manufacture

### **Valve Boxes**

Valve boxes shall be provided of sufficient diameter and length to operate all valves buried in the ground. Valve boxes shall consist of base, centre section and top section with cover which shall be marked "WATER". The boxes shall rest on the valve and be adjusted so that the cover may be set flush with existing ground surface sidewalk, or paved street. The base shall be centred over the valve, and the top of the base section shall be approximately on line with nut at top of valve stem. Valve boxes shall be provided conforming to BS3461 or equivalent international standard.

### **Gate Valves (BS EN 1171, BS 5163-1&2)**

All gate valves shall be suitable for buried/underground service, key operated (valve operator/wrench nut/stem cap), non-rising stem, anti-clockwise open for potable water works and irrigation systems purposes, unless otherwise stated.

Valves for normal duty on water pipelines with pressure ratings up to PN25 shall be key operated (valve operator/wrench nut), non-rising stem cast iron/ductile iron flanged gate valves for waterworks purposes generally complying with the requirements of BS 5163 (Type B).

Gate valves for pressure ratings to PN16 shall be cast iron/ductile iron flanged valves complying with the latest revision of BS 5150 replaced by BS EN 1171 (both BS 5150 and BS 5151), BS 5163 or cast iron parallel slide valves complying with BS 5151. And shall be key operated (valve operator/wrench nut), non-rising stem, for waterworks purposes.

Butterfly valves for pressure ratings of up to PN16 shall be double flanged wafer type butterfly valves complying with the latest revision of BS 5155.

Unless otherwise specified valves for use on steel pipes shall be flanged, where butt-weld ends are specified valves shall comply with the latest revision of BS EN 1984, or BS EN 13709.

Gate valves up to DN 300 may be resilient wedge type, manufactured to meet or exceed the requirements of the latest revision of the relevant BS5163 and in accordance with the following Specifications.

Valves shall be flanged.

Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve. Valves shall be suitable for passage of a pipeline cleaning device (Pig).

The valves are to be non-rising stem with the stem made of cast, forged, or rolled bronze in accordance with the latest revision of the relevant BS EN ISO 1452 standard. Two stem seals shall be provided and shall be of the O-ring type.

The stem nut, also made of bronze, may be independent of the gate or cast integrally with the gate. If the stem nut is cast integrally, the threads shall be straight and true with the axis of the stem to avoid binding during the opening or closing cycle.

The sealing mechanism for resilient wedge type valves shall consist of a cast iron gate having a vulcanized synthetic rubber coating or a rubber seat mechanically retained on the gate. The resilient sealing mechanism

shall provide zero leakage at the design water pressure of 1.0 Mpa when installed with the line flow in either direction.

The valve body bonnet cover shall be cast iron ASTM A126, Class B. All internal and external surfaces shall be coated with electro-statically applied epoxy to a minimum thickness of 150 microns and suitable for use with drinking water, the primer shall be zinc rich and the colour of the coating shall be blue.

Valves shall turn anti-clockwise, or to the left to open, and shall be designed for manual operation with a valve wrench (a square operating nut).

All bolts and nuts on valves shall be stainless steel conforming to the latest revision of BS5163. The nut shall be 41 mm (1.61") square at the base and shall have 1 in 20 flat side taper. Tapered false spindle cap shall be fixed on all valve spindles for operation with key. Extension spindles shall be of carbon steel in accordance with the latest revision of BS970 GR43 A.

All valves are to be tested in strict accordance with the latest revision of BS5163.

### **Wedge Gate Valves for Manual Operation**

Valves up to and including DN 300 shall be of the resilient seal type and valves larger than DN 300 shall have metal seals.

Spindles shall be of the non-rising type and screwed so as to close the valves when rotated in the clockwise direction. The direction of closing shall be clearly cast on the valve cap or hand wheel as appropriate.

The valves shall be constructed of the following materials:

body	-	cast iron;
spindle	-	stainless steel;
metal faces and seal	-	gunmetal.

The valves shall be suitable for the unbalanced head as specified or indicated in the schedules.

Suitable gearing and anti-friction devices such as ball bearing thrust collars shall be provided as necessary to enable opening and closing by manual operation at the pressure stated, using an effort no greater than 26kg on the tee key or hand wheel supplied. Handwheels shall not exceed 500mm diameter. A bypass with gate valve forming an integral part of the valve shall be provided where recommended by the valve manufacturer for the pressures specified.

Where specified, gearing on valves of DN 300 and less shall be enclosed in a sealed gearbox suitable for buried installation and operated with a tee key. Except where shown in the Drawings (if specified), all valves exceeding DN 300 shall be provided with bevel gearing and tee key.

Valves to be used for washouts and isolating air valves shall have screwed seats.

Extension spindles shall be galvanized or stainless steel adequately supported with cast iron brackets, and of sufficient diameter to prevent any whiplash effect through twisting when being used to operate the valves. The spindles shall be capped for key operation.

Valve caps shall be fitted with hexagonal set screws.

Keys for valve operation shall be of sufficient length so that the valves can be operated by a man standing, but shall not exceed 1.2m in length, and shall have a detachable cross bar.

All valves shall be open end tested in accordance with the latest revision of BS 5163, and pressure and materials test certificates shall be submitted to the Engineer for Approval.

## **Butterfly Valves**

### General

Butterfly valves shall conform to the latest revision of BS 5155, BS EN 593 or equivalent to ISO 5752, latest revision, with rubber seat, tight closing. Valves shall be bubble-tight at rated pressures in either direction and shall be satisfactory to applications involving throttling service and/or operation and for applications involving valve operation after long periods of inactivity. Valves shall be flanged 0.89 Mpa ANSI standard where specified. Valve bodies shall be close grained high tensile strength cast iron (ASTM A126-Class B) with a one-piece stainless steel type 304 shaft. Discs shall be Ni-Resist bronze or cast iron (ASTM A48-Class 40) with an attached bronze disc ring. All seats shall be of synthetic rubber compound. Seats shall be retained in the valve body by mechanical means. The bearings shall be self-lubricating and corrosion resistant. Valve operations shall conform to AWWA standard C504 and shall be designed to hold the valve in any intermediate position between full open and fully closed without creeping or fluttering. Travelling nut or worm gear operators with extension shaft and nut (41 mm - 1.61" - square at the base with 1 in 20 flat side taper) suitable for buried service shall be provided. All buried operators shall be lubricated for the life of the valve. All bolts, nuts, studs and washers, except for internal components, shall be stainless steel.

All the valves shall be of high reliability, robust design and tropicalized in accordance to the prevailing ambient conditions. Butterfly valves shall be used as line valves for sizes larger than 300 mm nominal diameter. Valves shall have position indicator and shall have adjustable end limit stops at both open and closed end position to prevent damage by excessive operating force. They shall open anti-clockwise.

Valves shall be coated externally with blue colour epoxy coating to a minimum dry film thickness of 150 microns.

All the valves shall be designed for no leakage under flow from either direction tested at a differential pressure across the seal of rated working pressure. Each valve shall be subject to a body pressure/leakage test of 2 times the design pressure before leaving the manufacturer's works. Test certificate by the manufacturer is to be submitted.

The manufacturer should be approved for quality assurance scheme under the latest revision of BS EN ISO or ISO 9001/BS5750 or equivalent standard. Each item shall have mark/monogram of approving authority. Necessary certificates from the manufacturers are to be submitted.

### Construction

Butterfly valves shall have a high grade cast iron body to the latest revision of BS EN ISO or BS EN 1561 designed to the specified working and test pressures. The pressure rating valve shall be cast in the valve body.

The disc shall be of high grade cast iron in accordance with the latest revision of BS EN ISO, BS EN 1561 or nodular cast iron to the latest revision of BS EN ISO or BS 2789 to the defined working and test pressures.

It shall have a convex shape designed to achieve low head loss characteristics. The valve shafts shall be of stainless steel operating in self-lubricating bushings in the body.

The valve seat shall be of gunmetal to the latest revision of BS EN ISO or BS 1400. The sealing ring shall be a renewable Ethylene Propylene Diene Monomer (EPDM) rubber attached to the disc edge by a sectional bronze retaining ring to form a resilient and durable seal.

Where specified or required, the valves shall be fitted with hand wheel actuators not exceeding 500mm diameter incorporating gearing to allow opening and closing by manual operation at the pressure stated using an effort no greater than 36kg on the hand wheel supplied.

In all cases the gearing shall be designed to close the valve, from fully open to fully closed in a period of not less than ten minutes with this effort. Actuators shall be designed so as to close the valves when the hand wheel is turned in a clockwise direction; the direction of closing shall be clearly cast on the hand wheel. Position indicators shall be fitted to all actuators.

#### Valve Performance

A performance curve, relating percentage valve travel, open area and discharge coefficient shall be submitted with the bid. The head loss coefficient with valve fully open shall be defined.

#### Testing

All valves shall be tested in accordance with the latest revision of BS EN ISO1452 or BS EN 593 and pressure and material test certificates shall be submitted to the Engineer for approval.

#### **Air Valves**

All air valves for water supply shall comply with the latest revision of BS EN ISO1452 or BS EN 1074-4:2000. Air valves shall be constructed so that internal working parts, which may become necessary for repairs shall be readily accessible, removable and replaceable without use of special tools and removing the valve from the line. Standard air valves shall be designed so that the floats seat against orifices without leakage at all pressures between 0.1 bar and the maximum field test pressure. The design for the floats and seats shall be such that the risk of adhesion is a minimum and shall be of a type proved by experience to be suitable for the duties required. All valves shall be suitable for operation under working pressures conforming to the latest revision of BS EN ISO1452 or clause 4.3 and Table 1 of BS EN 1074-1:2000, Valves shall be so designed that the floats cannot be held or blown shut against the orifices by air pressure or turbulence due to escaping air.

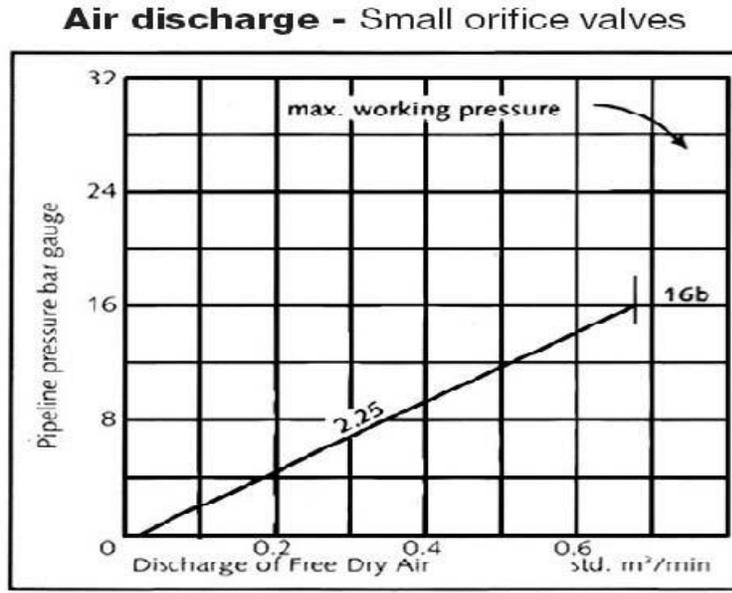
Standard air valves shall have a minimum pressure rating of 16 bar and in all cases shall be supplied with PN 16 (i.e. 16 bar) flanges, complying with the latest revision of BS EN ISO1452 or BS EN 1092-1: 2007.

However, higher PN range shall be provided as given in the relevant items of the Bills of Quantities (BOQ).

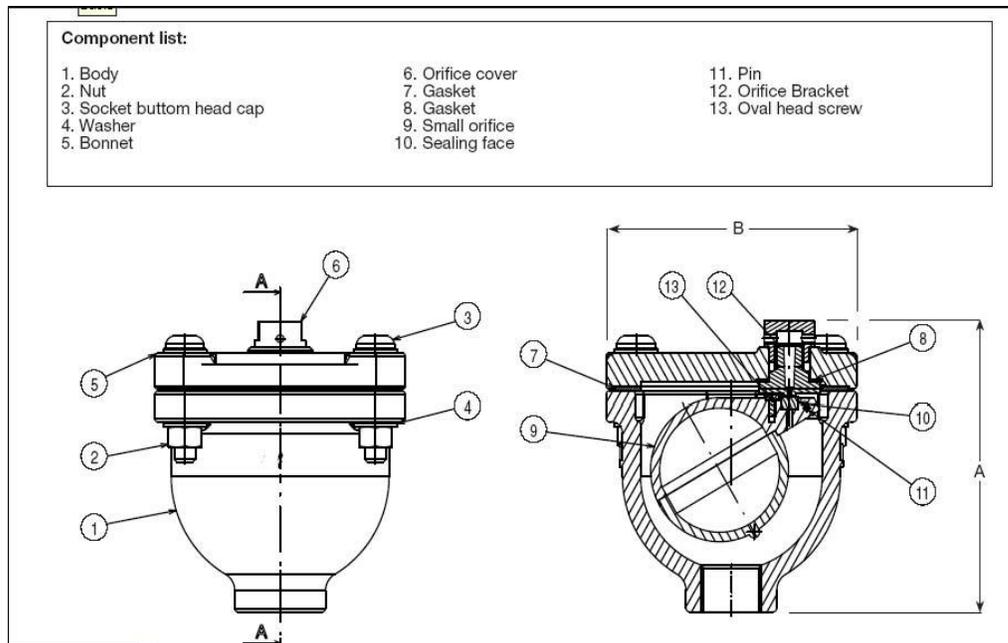
#### Single Orifice Type

Single orifice type air valve shall be of cast iron or ductile iron body and single float actuated air valves with flanged ends. Small orifice air valves shall have an orifice diameter of not less than 1.5 mm and shall be designed for automatically releasing air accumulated in pipelines during normal working conditions so as to prevent accumulations of air interfering with pipeline capacity. Small orifice air valves shall be provided with an isolating valve.

The valve shall be capable of discharging air out of the pipe line in according to the graph given below. General components of the single orifice air valves are given in the diagram below.

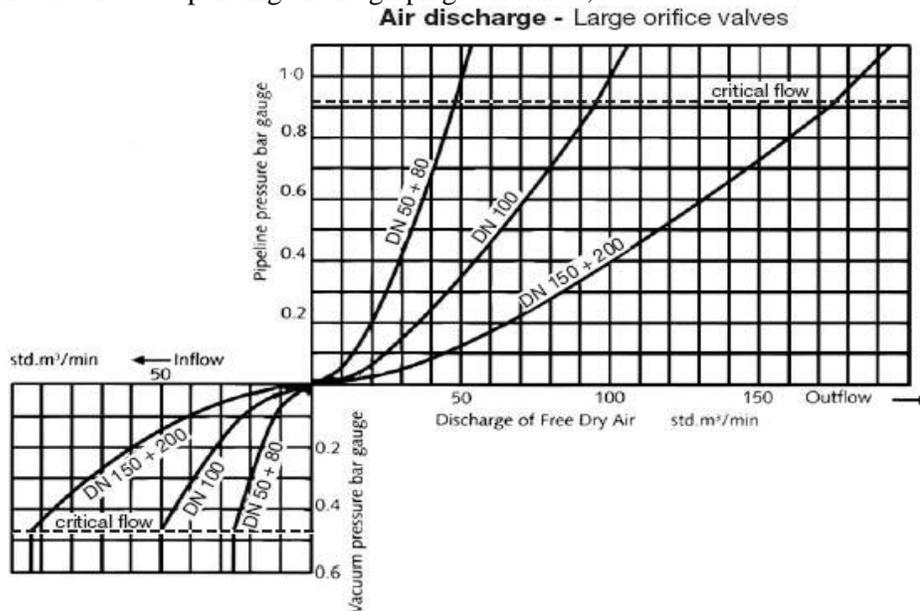


#### General Components of the Single Orifice Air Valve



Large orifice air valves shall be required to release or admit air while the pipeline is being filled or emptied and also to perform surge control functions. The airflow characteristics of air valves shall be in accordance with the latest revision of BS EN ISO1452 or BS EN 1074-4:2000 and they shall be capable of passing air

out of the pipeline under a differential pressure of 0.5 bar, and into the pipeline at a differential pressure of 0.2 bar at rates depending on the graph given below;



Large Orifice air valves shall be provided with separate isolating valve.

#### Double Orifice Type or Combination Air Release Valve

Double orifice valves shall comprise one large orifice air valve and one small orifice air valve integrated into a single unit assembly and having a single pipeline connection. It shall have cast iron or ductile iron body and double float actuated air valves with flanged ends.

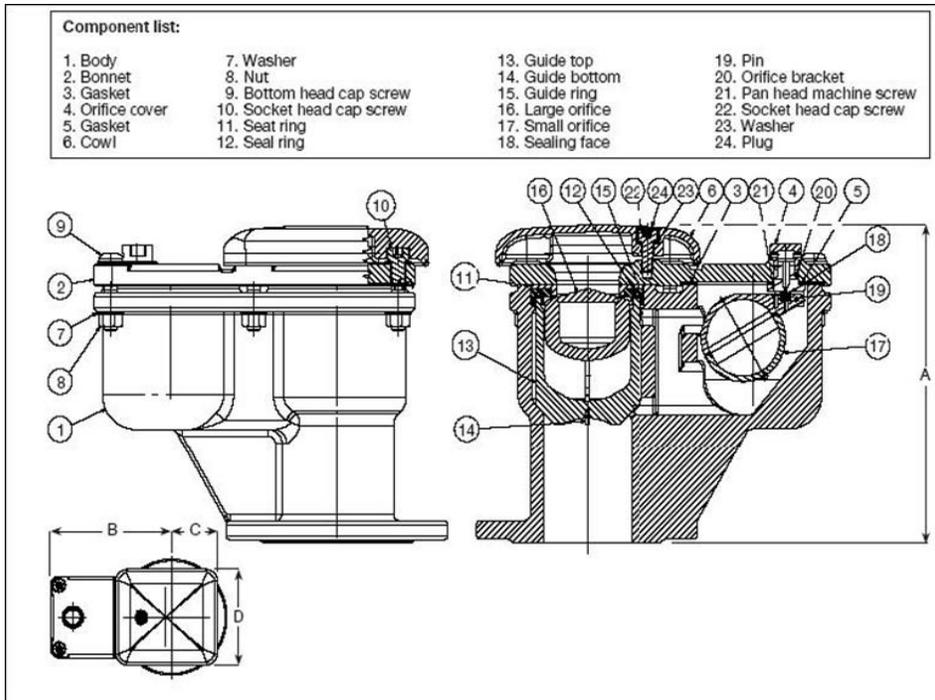
Double orifice air valves shall be provided with a separate isolating valve. Isolating valves must be so arranged that they can be closed from the ground surface above, with a tee key even when the air valve chamber is flooded. Where required, a short length of double-flanged pipe could be supplied to increase the height above the main to suit the operational requirements depending on the depth of installation of Air valve. Air valves shall be insect proof at the outlet vents leading to the atmosphere.

Tests shall be carried out on all types of air valves, as specified in the latest revision of BS EN ISO 1452, BS EN 1074-4:2000 and BS EN 1074-1:2000 and as mentioned below and the contractor shall submit the manufacturer's certificates certifying that such tests have been conducted satisfactorily.

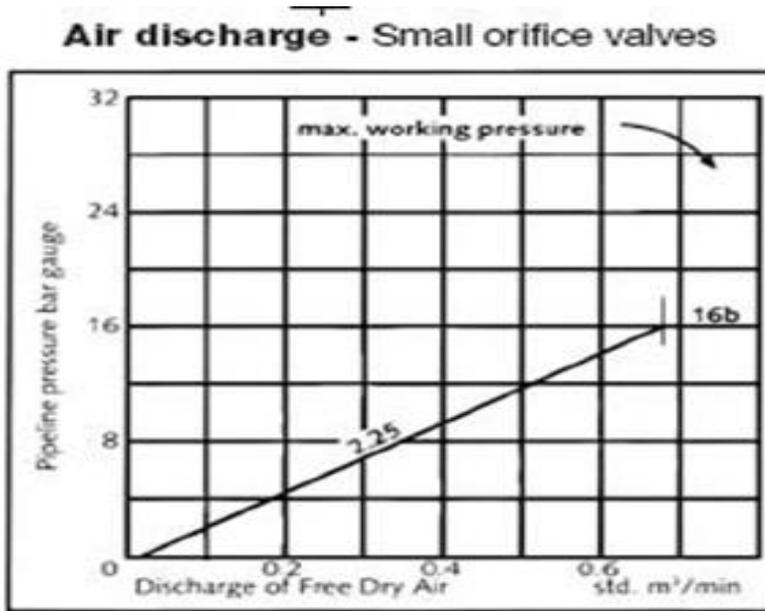
General components of Double Orifice Air Valve is given in the diagram below.

The valve shall be capable of discharging air out of the pipe line in according to the graph given below.

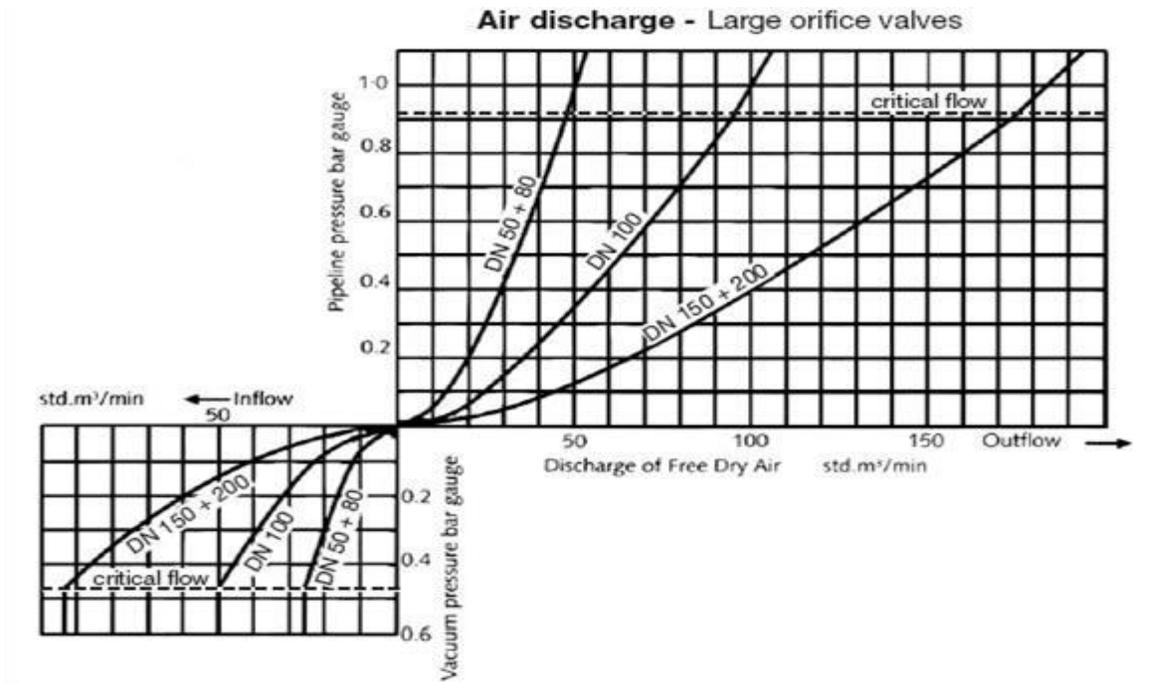
#### General Components of the Double Orifice Air Valve



Air Discharge of Double Orifice (Small Orifice) Air Valve



Air Discharge of Double Orifice (Large Orifice) Air Valve



(a) Body Strength Test

Each complete valve shall be water tested for strength using a test pressure 1.5 times the specified working pressure. No damage or permanent deformation of the valve body, ball or seat shall occur and there shall be no leakage through the metal or any joints of the body.

(b) Leakage Test

Each complete valve shall be water tested at all pressures between 0.1 bar and the maximum field test pressure for the valve and the seat shall be drop tight throughout this range of pressure.

(c) Performance Tests

One valve of each size shall be tested as follows;

- (i) Air shall be introduced under the flange at the minimum outflow rate specified above for the size of pipeline being tested. The pressure difference required to maintain this flow shall not be more than 0.5 bars.
- (ii) Air shall be exhausted from beneath the flange at the minimum inflow rate specified above for the size of valve being tested. The pressure difference required to maintain this flow shall not exceed 0.2 bars.

All air valves shall be coated as specified in the General Section of these specifications.

### Pressure Reducing Valves

Pressure reducing valves shall be designed to reduce a constant or variable inlet pressure to a predetermined constant outlet pressure, at flows varying from the maximum capacity of the valve to zero flow.

All valves shall be suitable for use with water temperature up to 40°C and in climatic conditions encountered in Jamaica such as humidity 85%, dusty environment, corrosive atmosphere etc. Valves shall have a minimum rating of 10 bars and shall provide for higher ratings of 16, 25 or 40 when specified in the item of

**BOQ.**

The valve operation shall be achieved by the inter-action of the inlet pressure, outlet pressure and an intermediate pressure, which is produced by a pilot valve or relay system acting on the upper side of the main valve. Other equally effective and reliable systems may be accepted by the Engineer. Operating primary pressure of 16 bar and at an adjustable secondary pressure range of 25 or 40 bars shall be as specified in the BOQ.

The pilot valve or relay system shall be actuated by a diaphragm connected to the outlet pressure on its underside and a constant pressure on its upper side derived either from weights or from a spring. The weights or spring shall be capable of an adjustment. Gauge indicating upstream pressure and downstream pressure shall be incorporated. Two pressure gauges shall be provided with the valve.

Nominal pressure rating shall be 16 bars, unless otherwise stated.

Body ends shall be flanged and drilled to the latest revision of BS EN ISO 1452 or BS EN 1092-1:2007, with a pressure rating of PN 16. Materials for construction of the valve shall be ductile iron, grey cast iron, stainless steel (SS316 or higher) or Equivalent and shall be non-corrodible, hard wearing and suitable for use with potable water. Gunmetal, aluminium bronze and stainless steel shall be used for internal components.

Marking of valves shall include the manufacturing s

tandard; manufacturer's name or trademark; nominal diameter (N.D.) in mm; pressure rating in bars; Flow direction; an individual serial number which relates directly to the manufacture's test certificate; and month and year of manufacture.

All valves shall be tested to the appropriate test pressure as specified in the latest revision of BS EN ISO 1452 or Clause 4 of BS EN 1074 – 1: 2000 and as given below at the manufacturer's works, and shall be supported by a test certificate from the manufacturer. The Supplier shall provide the original manufacturer's test certificate. The certificate shall relate to the individual number cast on each valve and shall give the date of test and the performance of test with test pressure and the time.

<i>PN</i>	<i>Test Pressure (PFA) (Bars)</i>	<i>Duration (Minutes)</i>
16	25	3
25	35	3

**Pressure Sustaining/Relief Valves**

Pressure sustaining valves shall be capable of maintaining a constant pressure in the main upstream of the valve. They may be used to reduce excess pressure when installed in a branch main.

Operation shall be achieved in a similar manner to the pressure reducing valve except that the relay system shall be actuated by the upstream pressure.

Manufacturing of the valve shall generally be in accordance with the specification for pressure reducing valves.

Testing shall be carried out according to the testing requirements under the General Section of these Specifications.

### **Flow Control Valves**

Flow control valves shall be designed to prevent the rate of flow rising above that specified for the particular application, regardless of the operating pressure in the system upstream or downstream of the valve.

The valve operation shall be achieved by the operation of a relay system responding to the pressure difference measured across an orifice in the flow upstream of the valve.

The manufacturing of the valve shall be generally in accordance with that specified for pressure reducing valves above.

### **Altitude Valves**

Altitude valves shall be designed to control inflow into an overhead tank or reservoir, the valve being installed in the main line to the tank and controlled by a small diameter ball valve in the tank, so that when the tank is full, the ball valve closes, which in turn shuts the main valve. The valve operation shall be achieved by the interaction of the inlet pressure, the pressure in a small bore pipe in to the ball cock and an intermediate pressure produced by a pilot valve or relay system acting on the upper side of the main valve which in turn shuts the main valve.

The pilot valve or relay system shall be actuated by a diaphragm connected to the small bore pipeline to the ball valve on its underside and having a constant pressure on its upper side derived from either weights or a spring. Manufacturing of the valves shall generally be in accordance with the specification for pressure reducing valves.

### **Ball Float Valves**

Ball float valves shall be designed for installation on the inlet pipe to a storage tank to shut the water off automatically when it reaches a predetermined level. They shall be of the single or double seat type or pilot operated with direct float and lever operation.

Ball float valves which are to be installed within reservoirs shall be the delayed action type to eliminate inflow at small valve openings. They shall be fitted with a stilling chamber, auxiliary float valve and inlet bellmouth with regulating valve. The main valve shall be fitted with a long actuating lever to provide a long float travel for slow valve closure.

Valves shall be of the right angle pattern type with flanged inlet and have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. Valves shall be free of cavitation and vibration under the specified working conditions. Flanged tapers shall be provided on the inlets as necessary to suit the size of valves proposed.

Valves shall be capable of withstanding the maximum static pressure and of passing the maximum flow rate shown. Orifice plates shall be provided as necessary to absorb excess working pressure at the initial flow rates indicated.

Valves shall be designed for the working pressure specified and shall be tested for leakage at that pressure, when they should be drop tight. They shall be tested for body and valve element strength with the valve closed and a test pressure 1.5 times the working pressure applied to the inlet end.

The pressure rating of the valve shall be cast into the body of the valve.

The body end shall be flanged, faced and drilled to comply with the latest revision of BS EN ISO 1452 or BS EN 1092 – 1: 2007.

Valves shall not contain brass components containing more than 5% zinc. Gunmetal (to the latest revision of BS EN ISO1452 or BS EN 1982:2008 Grade LG 2), aluminium bronze or nickel copper alloy may be used for internal components.

The body or stopper shall be of ductile iron or grey or Meehanite cast iron.

Floats shall be copper or glass fibre. The lever and links shall be of mild steel with bronze pins.

Where a stilling tank arrangement is required it shall accommodate a cheese type float mounted on a central tube connected to the valve operating lever and sliding vertically on a guide rod secured to the base of a galvanized wrought iron cylindrical tank perforated at the base.

### **Flap Valves**

Flap valves shall have frames and doors of ductile iron to the latest revision of BS EN ISO 1452 or BS EN 1563: 1997, sealing faces of gunmetal to the latest revision of BS EN ISO1452 or BS EN 1952:2008 Grade LG 2 or LG 4 and hinge pins and links of ductile iron, steel nickel iron or stainless steel. They shall be flanged for mounting to pipe work or bolting to concrete. Sealing surfaces of flaps and frames shall be of non-ferrous metal (excluding aluminium) accurately machined to ensure a watertight fit in the closed position. All flaps shall be double hung and seat off the vertical.

In case of plastic flap valves they shall have doors constructed from non-toxic, ultraviolet stabilized, flexible reinforced plastic material and the frames shall be fabricated from mild steel, blast cleaned and painted with 25 microns of two pack epoxy blast primer and one 75 micron coat of micaceous iron oxide two pack epoxy.

All immersed steelwork shall be hot dipped galvanized to the latest revision of BS EN ISO1452 or BS 729 or as appropriate. Nuts and bolts shall be galvanized. Flanges shall be of PN 16 conforming, or BS EN 1092 – 1: 2007, coated in either fusion bonded epoxy, minimum thickness 150 microns or cold applied black bitumen.

## 4. Drawings

This bidding document includes No drawings.

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>
Not Applicable	Not Applicable	Not Applicable

## **5. Tests and Inspections**

The following inspections and tests shall be performed:

Visual and other non-destructive test will be required before shipment and after arrival at the final destination by person designated by the Ministry of Industry, Commerce, Agriculture and Fisheries (MICAF).

## **PART 3 – Contract**

# Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

	<p><i>[Name of Purchaser]</i> <b>Ministry Agriculture and Fisheries (MOAF)</b>  <i>[Name of Contract]</i> _____</p> <p>These General Conditions of Contract (GC), read in conjunction with the Special Conditions of Contract (SC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.</p>
<b>1. General Provisions</b>	<b>1.1 Definitions</b>
	<p>In the Conditions of Contract (“these Conditions”), which include Special Conditions and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.</p>
	<b>1.1.1 The Contract</b>
	<p>1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.</p>
	<p>1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].</p>
	<p>“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p>
	<p>“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p>
	<p>“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p>
	<p>1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties.</p>
	<p>If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.</p>

	1.1.1.4 “Letter of Bid” means the document entitled letter of bid, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.
	1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.
	1.1.1.6 “Drawings” means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract.
	1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
	1.1.1.8 “Tender or Bid” means the Letter of Bid and all other documents which the Supplier submitted with the Letter of Bid, as included in the Contract.
	“GC” means the General Conditions of Contract.
	“SC” means the Special Conditions of Contract.
	<b>1.1.2 Parties and Persons</b>
	1.1.2.1 “Party” means the Purchaser or the Supplier, as the context requires.
	1.1.2.2 “Purchaser” means the person named as Purchaser in the <b>SC</b> and the legal successors in title to this person.
	1.1.2.3 “Supplier” means the person(s) named as supplier in the Letter of Bid accepted by the Purchaser and the legal successors in title to this person(s).
	1.1.2.4 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.
	1.1.2.5 “Bank” means the financing institution (if any) named in the <b>SC</b> .
	1.1.2.6 “Recipient” means the person (if any) named as the Recipient in the <b>SC</b> .
	“Eligible Countries” means the countries and territories eligible as listed in Section V.
	<b>1.1.3 Dates, Tests, Periods and Completion</b>

	1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.
	1.1.3.2 “Acceptance Test” or “Test on Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.
	1.1.3.3 “Day” means a calendar day and “year” means 365 days.
	<b>1.1.4 Money and Payments</b>
	1.1.4.1 “Contract Price” means the price defined in Sub-Clause 10 [The Contract Price], and includes adjustments in accordance with the Contract.
	<b>1.1.5 Goods and Related Services</b>
	1.1.5.1 “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
	1.1.5.2 “Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
	<b>1.1.6 Other Definitions</b>
	1.1.6.1 “Purchaser’s Country” is the country specified in the SC.
	1.1.6.2 “Force Majeure” is defined in Clause 25 [Force Majeure].
	1.1.6.3 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
	1.1.6.4 “Performance Security” means the security (or securities, if any) under Sub-Clause 13 [Performance Security].
	1.1.6.5 “Project Site,” where applicable, means the place named in the SC.
	1.1.6.6 “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Supplier or Purchaser by the Base Date.
	1.1.6.7 “Change Order” or “Change” is defined in Sub-clause 26 [Change Orders and Contract Amendments].
	<b>1.2 Interpretation</b>

	<p>1.2.1 Interpretation In the Contract, except where the context requires otherwise:</p>
	<p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;</p> <p>(d) written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>(e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.</p>
	<p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
	<p>1.2.2 If the context so requires it, singular means plural and vice versa.</p>
	<p><b>1.2.3 Incoterms</b></p> <p>(a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.</p>
	<p>(b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the SC, and published by the International Chamber of Commerce, Paris, France.</p>
	<p><b>1.2.4 Entire Agreement</b></p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.</p>
	<p><b>1.2.5 Amendment</b></p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto.</p>

	<p><b>1.2.6 Non-waiver</b></p> <p>(a) Subject to GC 1.2.6(b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a Party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
	<p><b>1.2.7 Severability</b></p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
	<p><b>1.3 Communications</b></p>
	<p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:</p>
	<p>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and</p>
	<p>(b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the Contract Data. However:</p>
	<p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p>
	<p>(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.</p>
	<p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.</p>

	<p><b>1.4 Law and Language</b></p> <p>The Contract shall be governed by the law of the country or other jurisdiction stated in the SC.</p> <p>The ruling language of the Contract shall be that stated in the SC.</p> <p>The language for communications shall be that stated in the SC. If no language is stated there, the language for communications shall be the ruling language of the Contract.</p>
	<p>Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
	<p><b>1.5 Priority of Documents</b></p>
	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p>
	<ul style="list-style-type: none"> <li>(a) the Contract Agreement (if any);</li> <li>(b) the Letter of Acceptance;</li> <li>(c) the Bid;</li> <li>(d) the Special Conditions;</li> <li>(f) these General Conditions;</li> <li>(g) the Specification;</li> <li>(h) the Drawings; and</li> <li>(i) the Schedules and any other documents forming part of the Contract.</li> </ul> <p>If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.</p>
	<p><b>1.6 Contract Agreement</b></p> <p>The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Special Conditions establish otherwise. The Contract</p>

	<p>Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Purchaser.</p>
	<p><b>1.7 Assignment</b></p>
	<p>Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:</p>
	<p>(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and</p>
	<p>(b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.</p>
	<p><b>1.8 Copyright</b></p>
	<p>The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.</p>
	<p><b>1.9 Confidential Details</b></p>
	<p>The Supplier's and the Purchaser's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Goods prepared by the other Party without the previous agreement of the other Party. However, the Supplier shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p>
	<p>Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Supplier shall obtain from such</p>

	Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.
	<b>1.10 Compliance with Laws</b>
	The Supplier shall, in performing the Contract, comply with applicable Laws.
	Unless otherwise stated in the <b>Special Conditions (SC)</b> :
	(a) the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country; country where the Site is located] which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;
	(b) the Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the [...Purchaser's Country or country where the Site is located] which such authorities or undertakings require the Supplier to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under GC Sub-Clause 1.10(a) hereof and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Purchaser or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Sub-Clause 1.10 hereof.
	<b>1.11 Joint and Several Liability</b>
	If the Supplier is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract, and shall designate one of such

	persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.
	<b>1.12 Inspections and Audit by the Bank</b>
	The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Supplier’s accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.
	The Supplier shall maintain all documents and records related to the Contract for a period of three (3) years after delivery of the Goods. The Supplier shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.
<b>2. Contract Documents</b>	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
<b>3. Fraud and Corruption</b>	3.1 The Bank requires that Recipients (including beneficiaries of Bank financing), as well as bidders, suppliers, contractors and their agents (whether declared or not) sub-contractors, sub-consultants, manufacturers, and service providers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:
	(a) defines, for the purposes of this provision, the terms set forth below as follows:  (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

	<p>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;</p> <p>(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, noncompetitive levels; and</p> <p>(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>(v) “obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process.</p>
	<p>(b) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and</p> <p>(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract.</p>
<b>4. Eligibility</b>	<p>4.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p>
	<p>4.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their source and origin in Eligible Countries. For the purpose of this Clause, source shall mean the country from which an item is transported to the country in which the project is located or the latter country provided that in both cases the item is located there at the time of purchase and</p>

	origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
<b>5. Notices</b>	5.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SC</b> . The term “in writing” means communicated in written form with proof of receipt.
	5.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
<b>6. Settlement of Disputes</b>	6.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.
	6.2 If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the <b>SC</b> .
	6.3. Notwithstanding any reference to arbitration herein, <ul style="list-style-type: none"> <li>(a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</li> <li>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</li> </ul>
<b>7. Scope of Supply</b>	7.1 The Goods and Related Services to be supplied shall be as specified in Section VI, Supply Requirements.
<b>8. Delivery</b>	8.1 Subject to GC 27.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in Section VI, Supply Requirements. The shipping and other documents to be furnished by the Supplier are specified in the <b>SC</b> . The documents specified therein shall be received by the Purchaser before arrival of the

	Goods and, if not received, the Supplier shall be responsible for any consequent expenses.
<b>9. Supplier's Responsibilities</b>	9.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC 7, and the Delivery and Completion Schedule, as per GC 8.
<b>10. Contract Price</b>	10.1 Unless otherwise prescribed in the <b>SC</b> , the Contract price shall be fixed throughout the duration of Contract performance.
<b>11. Terms of Payment</b>	11.1 The Contract Price shall be paid as specified in the <b>SC</b> .
	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GC 8 and upon fulfillment of all other obligations stipulated in the Contract.
	11.2 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
	11.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
	11.4 In the event that the Purchaser fails to pay the Supplier any payment by its due date, or within the period set forth in the <b>SC</b> , the Purchaser shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the <b>SC</b> , for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.
<b>12. Taxes and Duties</b>	12.1 For Goods manufactured outside the Purchaser's country the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
	12.2 For Goods manufactured within the Purchaser's country the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	12.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

<b>13. Performance Security</b>	13.1 If so required in the <b>SC</b> , the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SC</b>
	13.2 If so required, pursuant to GC 13.1, the performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the <b>SC</b> , or in another form acceptable to the Purchaser.
	13.3 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	13.4 The performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SC</b> .
<b>14. Sub-contracting</b>	14.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	14.2 Subcontracts shall comply with the provisions of GCs 3 and 4.
<b>15. Specifications and Standards</b>	15.1 (a) The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VI, Supply Requirements.
	(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
	<b>15.2 Technical Specifications and Drawings</b>
	(a) The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VI, Supply Requirements.
	(b) Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in Section VI, Supply Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after

	approval by the Purchaser and shall be treated in accordance with GC 26.
<b>16. Packing and Documents</b>	16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	16.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the <b>SC</b> , and in any other instructions ordered by the Purchaser.
<b>17. Insurance</b>	17.1 Unless otherwise specified in the <b>SC</b> , the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the <b>SC</b> .
<b>18. Transportation</b>	18.1 Unless otherwise specified in the <b>SC</b> , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
<b>19. Inspections and Tests</b>	19.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SC</b> .
	19.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the <b>SC</b> . Subject to GC 19.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	19.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC 19.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

	<p>19.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p>
	<p>19.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p>
	<p>19.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p>
	<p>19.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GC 19.4.</p>
	<p>19.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GC 19.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<p><b>20. Liquidated Damages</b></p>	<p>20.1 Except as provided under GC 19, if the Supplier fails to deliver any or all of the Goods, by the date(s) of delivery, or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>SC</b> of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the <b>SC</b>. Once the maximum is</p>

	reached, the Purchaser may terminate the Contract pursuant to GC 28.
<b>21. Warranty</b>	21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	21.2 Subject to GC 15.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
	21.3 Unless otherwise specified in the <b>SC</b> , the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the <b>SC</b> , or for eighteen (18) months after the date of shipment, from the port, or place of loading in the country of origin, whichever period concludes earlier.
	21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
	21.5 Upon receipt of such notice, the Supplier shall, within the period specified in the <b>SC</b> , expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.  21.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the <b>SC</b> , the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
<b>22. Patent Indemnity</b>	22.1 The Supplier shall, subject to the Purchaser's compliance with GC 22.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

	<p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(b) the sale in any country of the products produced by the Goods.</p>
	<p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
	<p>22.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC 22.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
	<p>22.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p>
	<p>The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<b>23. Limitation of Liability</b>	<p>23.1 Except in cases of gross negligence or willful misconduct:</p> <p>(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or</p>

	<p>consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p>
	<p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p>
<p><b>24. Change in Laws and Regulations</b></p>	<p>24.1 If, within less than twenty-eight (28) days prior to the date of Bid Submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GC 10.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
	<p>25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>
	<p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all</p>

	reasonable alternative means for performance not prevented by the Force Majeure event.
<b>26. Change Orders and Contract Amendments</b>	26.1 The Purchaser may at any time order the Supplier through notice in accordance GC 5, to make changes within the general scope of the Contract in any one or more of the following:
	<ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul>
	26.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
	26.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the Supplier for similar services.
	26.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.
<b>27. Extensions of Time</b>	27.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GC 8, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
	27.2 Except in case of Force Majeure, as provided under GC 25, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the

	imposition of liquidated damages pursuant to GC 20, unless an extension of time is agreed upon, pursuant to GC 27.1.
<b>28. Termination</b>	<b>28.1 Termination for Default</b>
	(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
	<ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GC 27;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as defined in GC 3, in competing for, or in executing the Contract.</li> </ul>
	(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GC 28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	<b>28.2 Termination for Insolvency</b>  The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
	<b>28.3 Termination for Convenience</b>  (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the

	Contract is terminated, and the date upon which such termination becomes effective.
	<p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
<b>29. Export Restrictions</b>	29.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the goods or services to be supplied, which arise from trade regulations from a country supplying those goods, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfactions of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations, and licenses necessary for the delivery of the goods or services under the terms of the Contract.

## Section VIII. Special Conditions of Contract

<b>GC 1.1.2.5</b>	The Bank is: <b>Caribbean Development Bank</b>
<b>GC 1.1.2.2</b>	The Purchaser is: Essex Valley Agriculture Development through <b>Ministry of Agriculture and Fisheries (MOAF)</b>
<b>GC 1.1.6.1</b>	The Purchaser's Country is: <b>Jamaica</b>
<b>GC 1.1.6.5</b>	The Project Site is: <b>Essex Valley Agriculture Project Area, St. Elizabeth</b>
<b>GC 1.1.2.6</b>	The Recipient is: <b>The Government of Jamaica</b>
<b>GC 1.2.3 (b)</b>	The version of Incoterms shall be: <b>Incoterms 2010 (CIP)</b>
<b>GC 1.4</b>	The governing law is that of: <b>Jamaica</b>  The language for communications is <b>English</b>  The ruling language is: <b>English</b>
<b>GC 5.1</b>	For <b>notices</b> , the Purchaser's address shall be: Attention: <b>Procurement Officer, Essex Valley Agriculture Development Project</b> Address: <b>The Project Office, National Irrigation Commission, 191 Old Hope Road, Kingston 6</b> City: <b>Kingston</b> Country: <b>Jamaica</b>  Telephone: + <b>(876) 977-6624</b> Electronic mail address: <b>procurement.evadp@gmail.com</b>

<p><b>GC 6.2</b></p>	<p><b>Amicable Settlement</b></p> <p>Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Purchaser and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Purchaser shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (30) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p><b>Dispute Settlement</b></p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The mediator’s role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p><b>Arbitration</b></p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p>
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<b>GC 8.1</b>	<p>The shipping and other documents to be furnished by the Supplier are : <i>negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details</i></p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GC 10.1</b>	<p>Price adjustments <b>shall not</b> apply.</p> <p>If any price adjustment applies, the following method shall be used to calculate the price adjustment: <b>N/A</b>.</p>

<p><b>GC 11.1</b></p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in US Dollars in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> 30 % of the Contract Price shall be paid within sixty (60) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Shipment:</b> 65 % of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 8.</li> <li>(iii) <b>On Acceptance:</b> 5 % of the Contract Price of Goods received shall be paid within 60 days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</li> </ul> <p><b>Payment for Goods and Services supplied from within Jamaica:</b></p> <p>Payment for Goods and Services supplied from within Jamaica shall be made in <i>United States Dollars</i>, as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> 30 % of the Contract Price shall be paid within sixty (60) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Delivery:</b> 65 % of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause .</li> <li>(iii) <b>On Acceptance:</b> The remaining 5 % of the Contract Price shall be paid to the Supplier within 60 days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</li> </ul>
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<b>GC 11.4</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the Supplier is 90 days.</p> <p>The interest rate that shall be applied is:0.1%.</p>
<b>GC 13.1</b>	<p>A performance security <b>shall</b> be required.</p> <p>If a performance security is required, the amount shall be: <b>10% of the Contract Price.</b></p>
<b>GC 13.2</b>	<p>If a performance security is required, the currency shall be: <b>United States Dollars.</b></p> <p>If required, the performance security shall be in the form of: <b>Bank Guarantee</b></p>
<b>GC 13.4</b>	<p>Discharge of Performance Security shall take place <b>not later than 28 days</b> following the completion of the Supplier's performance obligations.</p>
<b>GC 16.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: <b>PVC Pipes in shipping containers; sundry fittings strapped /enclosed on/in crates.</b></p> <p>Addressed to: <b>Ministry of Agriculture and Fisheries (MOAF), National Irrigation Commission Pipe Storage Yard, New Forest , St. Elaizbeth, Jamaica</b></p>
<b>GC 17.1</b>	<p>The insurance coverage <b>shall be</b> in accordance with Incoterms.</p>
<b>GC 18.1</b>	<p>Responsibility for transportation of the Goods <b>shall be</b> as specified in the Incoterms.</p>
<b>GC 19.1</b>	<p>The inspections and tests shall be: <b>Visual and other non-destructive tests, before shipment and after arrival at the final destination by persons designated by the Purchaser.</b></p>
<b>GC 19.2</b>	<p>The inspections and tests shall be conducted at: <b>Manufacturer's Warehouse and Final Destination.</b></p>
<b>GC 20.1</b>	<p>The liquidated damage shall be: <b>0.5% of the contract sum per week</b>  The maximum percentage of liquidated damages shall be: <b>5 % of the contract sum</b></p>

<b>GC 21.3</b>	The period of validity of the warranty shall be: <b>365 days</b> For the purposes of the warranty, the place(s) of final destination(s) shall be: <b>National Irrigation Commission Pipe Storage Yard, New Forest , St. Elaizbeth, Jamaica</b>
<b>GC 21.5</b>	The Period within which the Supplier shall Repair or Replace defective goods shall be: <b>sixty (60) days.</b>
<b>GC 21.6</b>	The Deadline after which the Purchaser may take remedial action if the Supplier fails to remedy the notified defects shall be: <b>sixty (60) days.</b>

### Price Adjustment Formula (Sample) Not Applicable

Where, pursuant to **ITB 14.7** and **GC 10.1**, Prices shall be adjustable during the performance of the Contract, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as provided for at **ITB 14.7** and **GC 10.1**, shall be subject to adjustment during performance of the Contract, to reflect changes in the cost of labour and material components in accordance with the formula:

$$P_1 = P_0 \left( a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right) - P_0$$

$$a+b+c = 1$$

in which:

- P<sub>1</sub>** = adjustment amount payable to the Supplier.
- P<sub>0</sub>** = Contract Price (base price).
- a** = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b** = estimated percentage of labour component in the Contract Price.
- c** = estimated percentage of material component in the Contract Price.
- L<sub>0</sub>, L<sub>1</sub>** = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M<sub>0</sub>, M<sub>1</sub>** = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients **a**, **b**, and **c** as specified by the Purchaser are as follows:

- a** = *[insert value of coefficient]*
- b** = *[insert value of coefficient]*
- c** = *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = twenty-eight (28) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Related Services subject to adjustment.
- (b) If the currency in which the Contract Price  $P_0$  is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

## **Section IX. Contract Forms**

### **Introduction**

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

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### 1. Letter of Acceptance

*[on letterhead paper of the Purchaser]*

..... *[date]*.....

To: *[name and address of the Supplier]* .....

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

This is to notify you that your Bid dated . . . . *[Insert date]* . . . . for execution of the . . . . .  
. . . *[insert name of the contract and identification number]* . . . . . for the amount of . . . .  
. . . . *[insert amount(s) in figures and words and name(s) of currency(ies)]*, as corrected and  
modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Security in the amount of *[insert amount (s) in  
figures and words and name(s) of currency(ies)]* within 28 days in accordance with the  
Conditions of Contract, using for that purpose the Performance Security Form included in  
Section IX (Contract Forms) of the Bidding Document.

Authorised Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## 2. Contract Agreement

THIS CONTRACT AGREEMENT is made on the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

(1) [ *insert complete name of the Purchaser* ], a [ *insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of the Purchaser}* ], or corporation incorporated under the laws of { *insert name of Country of the Purchaser* } and having its principal place of business at [ *insert address of the Purchaser* ] (hereinafter called “the Purchaser”),

and

(2) [ *insert name of the Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for Goods [ *and Related Services* ], described as [ *insert brief description of the Goods and Related Services* ] and has accepted a Bid by the Supplier for the supply of these Goods [ *and Related Services* ], and the Purchaser agrees to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Addenda Nos.....; [ *insert addenda numbers if any* ]. . . . .
- (d) the Special Conditions;
- (e) the General Conditions;
- (f) the Specification;
- (g) the Drawings; and
- (h) the completed Schedules.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply the Goods [ *and Related Services* ] and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods [*and Related Services*] and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of ..... [*name of the borrowing country*] .....on the day, month and year indicated above.

Signed by:

Signed by:

For and on behalf of the Purchaser

For and on behalf the Supplier

In the presence of:

In the presence of:

***Witness, Name, Signature, Address,***

***Witness, Name, Signature, Address, Date  
Date***

### 3. Performance Security (Bank Guarantee)

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

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

Bidding Process Reference: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of the Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* and the remedying of any defects therein (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount<sup>1</sup> ] in figures and words* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date. *This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.*

[signatures of authorised representatives of the bank]

<sup>1</sup> *The Bank shall insert the amount(s) specified in the SC and denominated, as specified in the SC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

<sup>2</sup> *Dates established in accordance with Clause 13.4 of the General Conditions of Contract ("GC"), taking into account any warranty obligations of the Supplier under Clause 11.2 of the GC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

#### 4. Performance Security (Performance Bond)

Bond No: \_\_\_\_\_

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Supplier”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Supplier”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for [*name of contract and brief description of Goods and related Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## 5. Advance Payment Security

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

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

Bidding Process Reference: *[insert number and title of bidding process]*

*[Bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee No.]*

We have been informed that . . . . . *[name of the Supplier]*. . . . . (hereinafter called “the Supplier”) has entered into Contract No. . . . . *[reference number of the Contract]*. . . . . dated . . . . . with you, for the supply of . . . . . *[name of contract and brief description of Goods and Related Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . *[name of the currency and amount in figures]*<sup>1</sup>. . . . . (. . . . . *[amount in words]*). . . . . ) is to be made against an advance payment guarantee.

At the request of the Supplier, we . . . . . *[name of the Bank]*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[name of the currency and amount in figures]\**. . . . . (. . . . . *[amount in words]*). . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than *[... performing his obligations under the Contract]*.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number . . . . . *[Supplier's account number]*. . . . . at . . . . . *[name and address of the Bank]*. . . . .

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

. . . . . *[Seal of Bank and Signature(s)]*. . . . .

**Note –**

*All italicised text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

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