

**Bidding Document
For Procurement of Works
(Design and Build)**

Procurement of:

**Contracting services for the Rehabilitation of the Theobalds
Water Treatment Plant**

Issued on: 30th March 2026

LIB No: TWSS 01

Project: Rehabilitation and Upgrade of the
Theobalds Water Supply System

Employer: Water and Sewerage Company
(WASCO)

Country: Saint Lucia

Standard Bidding Document

Table of Contents

Section I. Instructions to Bidders	1
A. General 1	
1. Scope of Bid 1	
B. Contents of the Bidding Document	3
2. Sections of the Bidding Document.....	3
3. Clarification of the Bidding Document, Site Visit, Pre-Bid Meeting	4
4. Amendment of Bidding Document	6
5. Cost of Bidding.....	6
6. Contacting the Employer	6
7. Language of Bid	7
C. Preparation of Bids	7
8. Documents Comprising the Bid	7
9. Letter of Bid and Schedules	8
10. Alternative Bids.....	8
11. Bid Prices and Discounts	10
12. Currencies of Bid and Payment.....	11
13. Documents Affirming the Qualification of the Bidder	11
14. Bid Security/Bid Securing Declaration	12
15. Period of Validity of Bids	14
16. Format and Signing of Bid	15
D. Submission of Bids	16
17. Submission, Sealing and Marking of Bids	16
18. Deadline for Submission of Bids.....	17
19. Late Bids 17	

20.	Withdrawal, Substitution and Modification of Bids.....	17
E.	Opening of Bids and Technical Parts of Bids.....	18
21.	Opening of Bids and Technical Parts of Bids.....	18
F.	Evaluation of Bids – General Provisions	20
22.	Confidentiality.....	20
23.	Clarification of Bids.....	21
24.	Deviations, Reservations and Omissions.....	21
G.	Evaluation of Technical Parts of Bids.....	21
25.	Determination of Responsiveness of Technical Parts	21
26.	Subcontractors	22
27.	Evaluation of Technical Bids	24
28.	Evaluation of Bidder’s Qualification	24
29.	Notification of Evaluation of Technical Parts	24
H.	Opening of Financial Parts	25
30.	Public Opening of Financial Parts when Price Negotiations do not apply	25
31.	Opening of Financial part when Price Negotiations apply	27
I.	Evaluation of Financial Part.....	28
32.	Nonmaterial Nonconformities.....	28
33.	Correction of Arithmetical Errors	28
34.	Conversion to a Single Currency.....	29
35.	Margin of Preference	29
36.	Evaluation Process Financial Parts.....	30
37.	Abnormally Low Bids.....	31
38.	Unbalanced or Front Loaded Bids	31
J.	Evaluation of Combined Technical and Financial Parts.....	32
39.	Evaluation of Combined Technical and Financial Parts.....	32
40.	Most Advantageous Bid (MAB).....	32
41.	Negotiations	32
42.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids.....	33
43.	Standstill Period	33
44.	Notification of Intention to Award	33

K. Award of Contract	34
45. Award Criteria	34
46. Notification of Award	34
47. Debriefing by the Employer	36
48. Signing of Contract	37
49. Performance Security	37
50. Procurement Related Complaint.....	38
A. Technical Part	47
1. Evaluation of Technical Part (ITB 31.2).....	47
2. Qualification 50	
B. Financial Part.....	51
1. Evaluation of Financial Part	51
C. Combined Evaluation	52
Letter of Bid – Technical Part	55
Form of Bid Security (Bank Guarantee): Not Applicable	58
Form of Bid Security (Bid Bond) – Not Applicable.....	60
Form of Bid-Securing Declaration	62
Contractor’s Proposal	64
General Approach and Methodology.....	66
Design Methodology	67
Construction Management Strategy	69
Method Statement for Key Construction Activities	71
ESHS Management Strategies and Implementation Plans (MSIPs).....	72
Code of Conduct for Contractor’s Personnel (ESHS) Form	73
Contract Personnel Organisation Chart.....	79
Risk Assessment 80	
Contractor’s Equipment	81
Plant and Materials	82
Specialised Subcontractors and Subcontractors.....	84
Proposed Subcontractors for Major Activities/Sub-Activities	86
Quality Assurance System.....	87

Form PER -1	88
Key Personnel Qualifications and Resource Schedule	88
Form PER-2	89
Resume and Declaration	89
Contractor’s Representative and Key Personnel	89
Contractor’s Preliminary Design	93
Contractor’s Preliminary Drawings	94
Bidder’s Time Programme	95
Qualification Forms	96
Bidder Information Form	97
Bidder's Party Information Form	98
Current Contract Commitments/Works-in-Progress	100
Letter of Bid - Financial Part	101
Appendix to Bid	104
Schedule of Priced Activities and Sub-activities	107
Sample Schedule of Priced Activities Table	108
Sample Schedule of Priced Sub-Activities Table	109
Grand Summary	111
Terms of Reference	114
As Built Drawings	119
Supplementary Data and Information	122
Section VII – Particular Conditions (PC)	126

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders

Table of Contents

A. General	1
1. Scope of Bid	1
B. Contents of the Bidding Document	3
2. Sections of the Bidding Document	3
3. Clarification of the Bidding Document, Site Visit, Pre-Bid Meeting	4
4. Amendment of Bidding Document	6
5. Cost of Bidding	6
6. Contacting the Employer	6
7. Language of Bid	7
C. Preparation of Bids	7
8. Documents Comprising the Bid	7
9. Letter of Bid and Schedules	8
10. Alternative Bids	8
11. Bid Prices and Discounts	10
12. Currencies of Bid and Payment	11
13. Documents Affirming the Qualification of the Bidder	11
14. Bid Security/Bid Securing Declaration	12
15. Period of Validity of Bids	14
16. Format and Signing of Bid	15
D. Submission of Bids	16
17. Submission, Sealing and Marking of Bids	16
18. Deadline for Submission of Bids	17
19. Late Bids	17
20. Withdrawal, Substitution and Modification of Bids	17
E. Opening of Bids and Technical Parts of Bids	18

21. Opening of Bids and Technical Parts of Bids.....	18
F. Evaluation of Bids – General Provisions	20
22. Confidentiality.....	20
23. Clarification of Bids.....	21
24. Deviations, Reservations and Omissions.....	21
G. Evaluation of Technical Parts of Bids.....	21
25. Determination of Responsiveness of Technical Parts	21
26. Subcontractors	22
27. Evaluation of Technical Bids	24
28. Evaluation of Bidder’s Qualification	24
29. Notification of Evaluation of Technical Parts	24
H. Opening of Financial Parts	25
30. Public Opening of Financial Parts when Price Negotiations do not apply	25
31. Opening of Financial part when Price Negotiations apply	27
I. Evaluation of Financial Part.....	28
32. Nonmaterial Nonconformities.....	28
33. Correction of Arithmetical Errors	28
34. Conversion to a Single Currency.....	29
35. Margin of Preference.....	29
36. Evaluation Process Financial Parts.....	30
37. Abnormally Low Bids.....	31
38. Unbalanced or Front Loaded Bids	31
J. Evaluation of Combined Technical and Financial Parts.....	32
39. Evaluation of Combined Technical and Financial Parts.....	32
40. Most Advantageous Bid (MAB).....	32
41. Negotiations	32
42. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids.....	33
43. Standstill Period	33
44. Notification of Intention to Award	33
K. Award of Contract	34
45. Award Criteria	34

46. Notification of Award	34
47. Debriefing by the Employer	36
48. Signing of Contract	37
49. Performance Security	37
50. Procurement Related Complaint.....	38

Section I. Instructions to Bidders

A. General

1. Scope of Bid and Bidder Eligibility

1.1. The Employer, as **indicated in the Bid Data Sheet (BDS)**, issues this Bidding Document for the procurement of Works as specified in the Employer’s Requirements and Supplementary Information. The name, identification, and number of lots (contracts) are **provided in the BDS**.

1.2 Unless **otherwise stated, throughout this Bidding Document:**

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa;
- (c) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Recipient. It excludes the Recipient’s official public holidays;
- (d) the term “ESHS” means environmental, social, health and safety (including Sexual and Gender Based Violence (SGBV));
- (e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”; and
- (f) words and expressions shall have the meanings and/or definitions as are respectively assigned to them within this Bidding Document, including in the Conditions of Contract.

1.3 Eligible Bidders

- (a) Bidders shall meet the eligibility criteria as per this ITB.

- (b) A Bidder may be a firm that is a private entity or institution, or any both in the form of a Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a joint venture, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and during contract execution (in the event the JV is awarded the Contract). Unless **specified in the BDS**, there is no limit on the number of partners in a JV.
- (c) A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- (d) Bidders or joint venture partners shall have the nationality of an eligible country as detailed in **BDS** and shall comply with the following:
 - a. be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;
 - b. be more than fifty (50) percent 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. shall 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.
- (e) A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
 - a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or

- b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or has a close business or family relationship with a professional staff of the Recipient (or of the project implementing agency, or of a beneficiary 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 CDF throughout the Bidding process and execution of the Contract.
- (f) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

B. Contents of the Bidding Document

2. **Sections of the Bidding Document**
- 2.1. 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 4.

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

PART 2 Employer’s Requirements and Supplementary Information

Section V – Employer’s Requirements and Supplementary Information

PART 3 Conditions of Contract and Contract Forms

Section VI – General Conditions (GC)

Section VII – Particular Conditions (PC)

- 2.2. The Invitation to Bid issued by the Employer is not part of the Bidding Document.
- 2.3. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 4. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 2.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information or documentation as is required by the Bidding Document.

3. Clarification of the Bidding Document, Site Visit, Pre-Bid Meeting

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 3.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the date **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 2.4, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 4.

- 3.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and to obtain for itself on its own responsibility all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid or Works. To the same extent, the Bidder shall be deemed to have inspected and examined the Site, its surroundings, the data made available to it by the Employer (if any) and other available information, and to have been satisfied before submitting its Bid as to all relevant matters (without limitation) that may be necessary for preparing the Bid and entering into a contract for the design, execution and completion of the Works and the remedying of any defects, and, if required under the Bid/Contract, operate or supervise the operation of the Works. The costs of visiting the Site, obtaining information and undertaking similar activities shall be at the Bidder's own expense.
- 3.2 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 3.3 The Bidder's designated representative is invited to attend a pre-bid meeting and/or a Site of Works visit, **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.
- 3.4 The Bidder is requested to submit any questions in writing. Questions should reach the Employer not later than one week before the meeting.
- 3.5 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 2.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 4 and not through the minutes of the pre-bid meeting.

3.6 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

4. Amendment of Bidding Document

4.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.

4.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 2.3. An Addendum or any Addenda that amend, including by way of being a supplement to, the documents forming the Contract shall be incorporated into the Contract.

4.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 18.

5. Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

6. Contacting the Employer

6.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

6.2 If a Bidder tries to directly influence the Employer or otherwise interfere in the Bid evaluation process and/or the Contract award decision, its Bid may be rejected.

7. Language of Bid

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

C. Preparation of Bids**8. Documents
Comprising the Bid**

8.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (single-stage, two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.

8.2 The Technical Part submitted by the Bidder shall comprise the following:

- (a) Letter of Bid - Technical Part, prepared in accordance with ITB 9;
- (b) Security - Bid Security or Bid-Securing Declaration, in accordance with ITB 14;
- (c) Alternative Bid - Technical Part, if permissible in accordance with ITB 10;
- (d) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB 16;
- (e) documentary evidence in accordance with ITB 13 affirming the Bidder’s continued eligibility and qualified status to perform the Contract if its Bid is accepted;
- (f) the Contractor’s Proposal, a time programme, qualification forms and any other forms and information as stipulated in Section IV, Bid Forms – Technical Part;

- (g) any other document **required in the BDS**.

8.3 The Financial Part submitted by the Bidder shall comprise the following:

- (a) Letter of Bid - Financial Part: prepared in accordance with ITB 9 and which includes the Appendix to Bid;
- (b) Price Schedules: completed and/or prepared in accordance with ITB 11 and ITB 12.
- (c) Alternative Bid – Financial Part: if permissible in accordance with ITB 10; and
- (d) any other document **required in the BDS**.

8.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

9. Letter of Bid and Schedules

9.1 The Bidder shall complete the Letter of Bid – Technical Part and Letter of Bid - Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16. All blank spaces shall be filled in with the information requested. Additional letters (including comments or statements in any cover letter or the like accompanying the Bid) that may be construed as amendments to the Letters of Bid shall not be included in the submission and, if they are, they will either not be accepted or may result in the bid being declared non-responsive.

10. Alternative Bids

10.1 If **permitted in the BDS**, a Bidder wishing to offer an alternative Bid shall:

- (a) document that the proposed alternative is to the benefit of the Employer, that it fulfills the purpose of the Works as defined in and/or can be determined from the Conditions of Contract, the Employer's Requirements and other relevant documents that will form the Contract, and that it meets the performance and technical criteria specified in the Bidding Documents; and

- (b) document that the proposed alternative is to the benefit of the Employer, that it fulfills the purpose of the Works as defined in and/or can be determined from the Conditions of Contract, the Employer's Requirements and other relevant documents that will form the Contract, and that it meets the performance and technical criteria specified in the Bidding Documents; and provide all information necessary to enable a complete technical evaluation of the alternative by the Employer, including, drawings, design calculations, additional technical specifications (if required), proposed construction methodology and all other relevant details; and
- (c) provide all information necessary to enable a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV – Bid Forms.

10.2 Only the alternative Bid(s), if any, of the Bidder with the Most Advantageous Bid shall be considered by the Employer.

11. Bid Prices and Discounts

11.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules submitted in the Financial Part of a Bid shall conform to the requirements specified below.

11.2 The Bid price shall be a lump sum for the design, execution and completion of the Works and remedying of any defects therein, in conformity with the Bid document. The Bidder shall fill in prices for all items of the Works described in the Price Schedules/Schedules of Payment. Items against which no price is entered by the Bidder shall be deemed covered by the prices for other items in the Price Schedules/Schedule of Payments and will not be paid for separately by the Employer. Pricing of the items listed in the Price Schedules/Schedule of Payments shall be based on the Bidders design and the Bidders may extend or amend the listed items to the extent permitted by the Bid document.

11.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 9, shall be the total price of the Bid, excluding any discounts offered.

11.4 The Bidder shall quote any conditional and/or unconditional discounts (as defined in ITB 11.6) and indicate the methodology for their application in the Letter of Bid – Financial Part, in accordance with ITB 9.1.

11.5 Unless otherwise **provided in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the tables of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages), Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 11.4, provided the Bids for all lots (contracts) are submitted and opened at the same time.

11.7 Unless otherwise **specified in the BDS** and Letter of Bid – Financial Part, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.

12. Currencies of Bid and Payment

12.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.

12.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Schedule of Priced Activities and Sub-activities Schedules and shown in the Table of Adjustment Data in the Appendix to the Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

13. Documents Affirming the Qualification of the Bidder

13.1 In accordance with Section III, Evaluation and Qualification Criteria, to affirm that the Bidder continues to meet the qualification criteria used at the time of prequalification, the Bidder shall provide updated information on any assessed aspect that changed from that time.

13.2 Any change in the structure or formation of a Bidder after being prequalified and invited to submit a Bid (including, in the case of a JV, any change in the structure or formation of

any member and any change in any Specialised Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if:

- (a) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members;
- (b) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents;
- (c) no longer continues to be in the list of prequalified Bidders as a result of the Employer's re-evaluation of the Application in accordance with criteria specified in the Prequalification Documents; or
- (d) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Invitation to Bid.

14. Bid Security/Bid Securing Declaration

- 14.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.
- 14.2 A Bid-Securing Declaration shall use the form included in Section IV, Bid Forms.
- 14.3 If a Bid Security is specified pursuant to ITB 14.1, 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 a non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified cheque; or

(d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required.

- 14.4 In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bid Forms or in another substantially similar format approved by the Employer 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 date of expiry of the Bid validity, or beyond any extended date if requested under ITB 15.2
- 14.5 If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 14.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 14.6 If a Bid Security is specified in accordance with ITB 14.1, the Bid Security of the Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security pursuant to ITB 49.
- 14.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder does not accept changes to their Bid price resulting from the correction of arithmetical errors that have been corrected in accordance with ITB 3733.2; or
 - (b) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 48; or
 - (ii) furnish a Performance Security, in accordance with ITB 49.

14.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Bids, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in 8.2.

14.9 If a Bid Security **is not required in the BDS**, and:

- (a) if a Bidder does not accept changes to their Bid price resulting from the correction of arithmetical errors that have been corrected in accordance with ITB 3733.2; or
- (b) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 48; or
 - (ii) furnish a Performance Security, in accordance with ITB 49,

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

15. Period of Validity of Bids

15.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 14. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

- 15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 14, 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 or having its Bid Securing Declaration invoked. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 15.3.
- 15.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Accepted Contract Amount shall be determined as follows:
- (a) In the case of fixed price contracts, the Accepted Contract Amount shall be the Bid price, resulting from the correction of arithmetical errors that have been corrected in accordance with ITB 3733.2, adjusted by the factor **specified in the BDS**; or
 - (b) In the case of adjustable price contracts, no adjustment shall be made; but
 - (c) In any case, Bid evaluation shall be based on the Bid price, duly corrected in accordance with ITB 3733.2 or arithmetical errors, without taking into consideration the adjustment factor referred to in ITB 15.3(a).

16. Format and Signing of Bid

16.1 The Bidders shall prepare one original of the documents comprising the Bid as described in ITB 8 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 10, 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.

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

16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly 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 or amendments have been made shall be signed or initialled by the person signing the Bid.

16.4 In case the Bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.

16.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission of Bids

17. Submission, Sealing and Marking of Bids

17.1 **Unless the BDS for ITB 18.1 states** Bids may be submitted electronically the following procedures shall apply:

- (a) The Bidder shall deliver the Bid in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked “Bid - Original”.
- (b) In addition, the Bidder shall prepare copies of the Bid, in the number **specified in the BDS** for ITB 16.1. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “Bid - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- (c) If alternative Bids are permitted in accordance with ITB 10, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “Alternative Bid – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Bid – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Bid – Original”, the copies of the alternative

Bid will be placed in separate sealed envelopes marked “Alternative Bid – Copies of Technical Part”, and “Alternative Bid – Copies of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Bid - Copies”

17.2 The inner and outer envelopes shall:

- (a) bear the name and address of Bidder;
- (b) be addressed to the Employer, at the address **given in the BDS** for ITB 17.1; and
- (c) bear the Contract(s) name, the Invitation for Bids title and number, **as specified in the BDS** for ITB 1.1, and the statement “Do Not Open Before [*time and date*],” to be completed with the time and date **specified in the BDS** for ITB 18.

21.3 If the outer and/or inner envelopes is/are not sealed and marked as required by ITB 17.1 and ITB 17.2, the Employer will assume no responsibility for the Bid’s misplacement or premature opening.

18. Deadline for Submission of Bids

18.1 Bids must be received by the Employer at the address specified, and no later than the time and date **specified, in the BDS**. Bidders have the option of submitting their Bids electronically if **specified in the BDS**.

18.2 The Employer may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in accordance with ITB 4.3, in which case all rights and obligations of the Employer and Bidders will thereafter be subject to the deadline as extended.

19. Late Bids

19.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 18. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

20. Withdrawal, Substitution and Modification of Bids

20.1 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, including a copy of the authorisation in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Bid - Withdrawal”, “Bid - Substitution” or “(Technical Part and/or Financial Part) - Modification;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.

20.2 Bids for which withdrawal notices complying with the requirements of ITB 20.1 are received, shall be returned unopened to the Bidders.

20.3 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.

E. Opening of Bids and Technical Parts of Bids

21. Opening of Bids and Technical Parts of Bids

21.1 Except in the cases specified in ITB 19 and ITB 20.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 18.1, shall be **as specified in the BDS**.

21.2 First, the envelopes marked “Withdrawal” shall be opened and the written notice of withdrawal 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.

21.3 Alternative Bids shall be opened and the name(s) of the Bidder(s) submitting alternatives shall be read out and the Alternative Bids put to one side.

21.4 Next, envelopes marked “Substitution” shall be opened and the written notice of substitution read out. The substitute Bid shall be exchanged with the corresponding Bid. 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.

21.5 Next, envelopes marked “Modification – Technical Part” shall be opened and the written notice of modification read out with the corresponding Technical Part of the Bid. On opening the Modification – Technical Part envelopes, the Employer shall also read out:

- (a) the name of the Bidder,
- (b) the presence or absence of a Bid security or a Bid-Securing Declaration, and
- (c) other details as the Employer, at its sole discretion, may consider appropriate.

21.6 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.

21.7 Next, all remaining envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Financial Part” shall remain sealed and kept by the Employer in safe custody until they are opened, in accordance with ITB 30 or ITB 31, following the evaluation of the Technical Part of the Bids. On opening the Technical Part envelopes, the Employer shall read out the same details as those required to be read out under ITB 21.5.

21.8 Letter of Bid – Technical Part, the Bid Security or Bid Securing Declaration (if/as required) and the separate sealed envelope marked “Financial Part” shall be initialled by representatives of the Employer attending the Bid opening, in the manner indicated in the BDS.

21.9 Letter the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 19.1).

21.10 The Employer shall prepare a record of the Bid opening procedure that shall include, as a minimum: the name of the Bidder and whether there is:

- (a) a withdrawal, alternative, substitution, or modification;
- (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;
- (c) the presence or absence of a Bid Security or Bid-Securing Declaration.

21.11 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 that met the deadline for submitting bids.

21.12 Only Bids and Alternative Bids that are opened and read out at Bid opening shall be considered further for evaluation.

F. Evaluation of Bids – General Provisions

22. Confidentiality

22.1 Information relating to the evaluation of the Technical Part of Bids shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part has been communicated to all Bidders in accordance with ITB 29.

22.2 Information relating to the evaluation of the Financial Part and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract, where a standstill period applies, is transmitted to all Bidders in accordance with ITB 44. Where a standstill period does not apply information relating to the evaluation of the Financial Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the

Notice of Contract Award is published in accordance with ITB 46.

22.3 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

22.4 Notwithstanding ITB 22.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

23. Clarification of Bids

23.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.

23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

24. Deviations, Reservations and Omissions

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

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

G. Evaluation of Technical Parts of Bids

25. Determination of Responsiveness of Technical Parts

25.1 The Employer will examine the Technical Part of a Bid to determine whether they are complete, have been properly signed, and are generally in order.

25.2 The Employer's determination of a Technical Part's substantial responsiveness is to be based on the contents

of the Bid itself. For purposes of this determination, a substantially responsive Bid is one that materially conforms to the requirements of the Bidding Document without material deviation, reservation, or omission and that achieves the minimum technical score, if any, **specified in the BDS**. A material deviation, reservation, or omission is one that:

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

25.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Bid.

25.4 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

26. Subcontractors

26.1 If the Employer intends that the Contractor shall employ a "nominated Subcontractor" or "nominated Subcontractors", as defined in the Conditions of Contract, to execute a part or parts of the Works or as a supplier or suppliers of Plant and/or Materials or to supply services:

- (a) these shall be **stated in the BDS**; and
- (b) a description of the part or parts of the Works to be executed, Plant and/or Materials to be supplied or services to be supplied (as the case may be) that are the subject of the nomination shall be described in the

Specification and/or relevant Schedule(s) and the corresponding amount or amounts shall be included in the Price Schedule(s) as a Provisional Sum.

26.2 The following restrictions and requirements shall apply to Bidders intending to enter into subcontracts.

(a) Bidders

- (i) shall not propose subcontract Works (including subcontract(s) for part or parts of the Works and for suppliers of Plant, Materials and services) with a total accumulated value greater than the percentage of the Bid price **specified in the BDS**;
- (ii) planning to enter into a subcontract(s) for a part or parts of the Works and/or enter into a subcontract(s) for the supply of Plant and/or Materials and/or the supply of services with a value greater than the percentage of the Bid price **specified in the BDS** shall complete the relevant Bidding Forms in Section IV.

(The Bidders' attention is also drawn to Conditions of Contract Sub-Clause 4.4, which shall prevail upon award of the Contract.)

- (b) Subcontractors proposed by the Bidder shall be fully qualified and experienced to undertake the work, supply the Plant and/or Materials or supply the services for which they will be subcontracted.

26.3 A Subcontractor's qualifications and experience shall not be used by the Bidder to qualify for the Works unless the Employer designated specialised parts of the Works in the prequalification document for which a Bidder could use such a Subcontractor or Subcontractors' qualifications and experience, as further **specified in the BDS**. Such a Subcontractor is referred to herein as a 'Specialised Subcontractor'. In such a case, the qualifications of a Specialised Subcontractor proposed by the Bidder may be added to the qualifications of the Bidder. However, in the event of any change of Specialised Subcontractor from that submitted with the Bidder's Prequalification Document, the Bidder's attention is drawn to ITB 13

of Section I Instruction to Applicants of the Prequalification Document for Procurement of Works. The Bidder shall complete the relevant Bidding Forms in Section IV for any Specialised Subcontractor(s) proposed by the Bidder.

27. Evaluation of Technical Bids

27.1 The Employer’s evaluation of the Technical Part of Bids will be carried out as specified in Section III, Evaluation and Qualification Criteria.

27.2 The scores to be given to technical factors and sub factors, if any, are **specified in the BDS.**

28. Evaluation of Bidder’s Qualification

28.1 The Employer shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITB 8.2 (e), and Section III - Evaluation and Qualification Criteria the Bidder continues to be qualified to satisfactorily perform the Contract.

28.2 Only Bids that are both substantially responsive to the Bidding document and are qualified shall have their envelopes marked “FINANCIAL PART” opened at the second public opening.

29. Notification of Evaluation of Technical Parts

29.1 Following the completion of the evaluation of the Technical Part of Bids, the Employer shall make the following notifications:

- (a) Notify in writing those Bidders whose Technical Part was considered not to be substantially responsive to the requirements in the Bidding document or who did not achieve any minimum technical score, advising them of the following information:
 - (i) their technical score broken down by the criterion and the grounds on which their Technical Part has been considered not to be substantially responsive; and
 - (ii) that they did not achieve the minimum technical score (where one is applicable), and that;
 - (iii) their envelope marked “Financial Part” will be returned to them unopened after the completion of the Bid evaluation process and the signing of the Contract;

- (b) simultaneously, notify in writing those Bidders whose Bids were considered substantially responsive to the requirements in the Bidding document, advising them that they achieved the minimum technical score, if any, their technical score broken down by their criterion and that their Bid has been evaluated as substantially responsive to the Bidding document; and

31.1 notify all Bidders in accordance with one of the following two options:

- (i) Option 1: when **price negotiations are not to be applied**, the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or;
- (ii) Option 2: when negotiations apply as specified in **ITB 41** that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Bidders whose Financial Parts will be opened and the total Bid prices will be deferred to the time that the Notification of Intention to Award the contract is issued, where a standstill period applies, or the time of the publication of the Notice of Contract Award where a standstill period does not apply.

H. Opening of Financial Parts

30. Public Opening of Financial Parts when Price Negotiations do not apply

30.1 When, as specified in the **BDS** for ITB 41.1, price negotiations do not apply, the Bidders whose Bids were responsive and met the qualification and evaluation criteria will have their envelopes marked Financial Part opened in public by the Employer in the presence of Bidders, or their designated representatives, and anyone else who chooses to attend.

30.2 Prior to inspecting and opening the envelopes marked ‘Financial Part’, the Employer shall read out the name of each Bidder whose Bid was considered substantially responsive to the requirements in the Bidding document and their technical score broken down by criterion. Each envelope marked

“Financial Part” shall then be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. Where envelopes with Financial “Substitutions” or “Modifications” were received before the deadline for the submission of Bids they shall be dealt with as those for the Technical parts detailed in **ITB 20.4** and **20.5**.

- 30.3 The Employer shall read out the name of each Bidder and the total Bid price and the Total Bid Evaluation Sum¹ (if applicable), per lot (contract) if applicable, including any discounts, the presence or absence of an alternative Bid (which shall only be opened and evaluated for the Bidder with the Most Advantageous Bid), and any other details as the Employer may consider appropriate.
- 30.4 Only discounts read out at the public opening shall be considered for evaluation. Each page of the Letter of Bid - Financial Part and of the Price Schedules is to be initialed by representatives of the Employer attending the public opening in the manner specified **in the BDS**.
- 30.5 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “Financial Part”.
- 30.6 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidders whose Financial Part was opened and each Bid’s technical score broken down by criterion;
 - (b) the Bid prices and the Total Bid Evaluation Sum (if applicable), per lot (contract) if applicable, including any discounts; and
 - (c) if applicable, the presence of any “Alternative Bid – Financial Part”.
- 30.7 The Bidders whose envelopes marked “Financial Part” have been opened, or their 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

¹ Where, applicable, the ‘Total Bid Evaluation Sum’ is the amount entered by the Bidder on the “Schedule of Bid Evaluation Sum” in the price schedules.

effect of the record. A copy of the record shall be distributed to all Bidders.

**31. Opening of
Financial part
when Price
Negotiations
apply**

- 31.1 When, **as specified in the BDS** for ITB 41.1, price negotiations apply, the Financial Parts will not be opened in public. Instead, the Bidders whose Bids were responsive and met the qualification and evaluation criteria will have their envelopes marked “Financial Part” opened in the presence of a Probity Assurance Provider appointed by the Employer.
- 31.2 Prior to inspecting and opening the envelopes marked “Financial Part”, the Employer shall record the name of each Bidder whose Bid was considered substantially responsive to the requirements in the Bidding document and their technical score. Each envelope marked “Financial Part” shall then be inspected to confirm that it had remained sealed and unopened. These envelopes shall then be opened by the Employer. Where envelopes with Financial “Substitutions” or “Modifications” were received before the deadline for the submission of Bids they shall be dealt with as those for the Technical Parts detailed in ITB 21.4 and 21.5.
- 31.3 The Employer shall record the name of each Bidder and the total Bid price and the Total Bid Evaluation Sum (if applicable), per lot (contract) if applicable, including any discounts, the presence or absence of an alternative Bid (which shall only be evaluated for the Bidder with the Most Advantageous Bid), and any other details as the Employer may consider appropriate.
- 31.4 Only discounts recorded at this opening procedure shall be considered for evaluation. Each page of the Letter of Bid - Financial Part and of the Price Schedules is to be initialled by representatives of the Employer attending the opening and by the Probity Assurance Provider.
- 31.5 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- a. the name of the Bidders whose Financial Part was opened and each Bidder’s technical score;

- b. the Bid prices and the Total Bid Evaluation Sum (if applicable), per lot (contract) if applicable, including any discounts;
- c. if applicable, the presence of any “Alternative Bid – Financial Part”; and
- d. the Probity Assurance Provider’s report of the opening of the Financial Part.

31.6 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract or the publication of the Notice of Contract Award, depending on whether a standstill period applies.

I. Evaluation of Financial Part

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price or the Total Bid Evaluation Sum (as applicable). To this effect, the Bid price or the Total Bid Evaluation Sum (as applicable) shall be adjusted, for comparison purposes only, to reflect the price of a non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.

33. Correction of Arithmetical Errors

33.1 Prior to determining the Most Advantageous Bid, no change in the prices of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 33.2. Thereafter, if **specified in the BDS** for ITB 41.1, the Employer may conduct negotiations in accordance with ITB 41.

33.2 The Employer shall correct arithmetical errors on the following basis:

- (a) Schedule of Priced Sub-activities: where there are errors between the total of the amounts given under the column for

Sub-activity Price and the amount given under the total for the Sub-activity, the former shall prevail, and the latter will be corrected accordingly;

- (b) Schedule of Priced Activities: where there are errors between the total of the amounts given under the column for the Activity Price and the amount given under the total price of Activities, the former shall prevail, and the latter will be corrected accordingly;
- (c) where there are errors between the total of the amounts in the Schedule of Priced Sub-activities and the corresponding amount in the Schedule of Priced Activities, the former shall prevail, and the latter will be corrected accordingly;
- (d) Grand Summary: where there are errors between the total price of Activities in the Schedule of Priced Activities and the amount given in Grand Summary, the former shall prevail, and the latter will be corrected accordingly; and
- (e) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) to (d) above.

33.3 A Bidder shall be requested to accept changes to their Bid price resulting from the correction of arithmetical errors that have been corrected in accordance with ITB 33.2. Failure to accept the correction(s) shall result in the rejection of the Bid and the forfeiture of the Bid-Security or the application of the sanctions set out in the Bid-Securing Declaration, whichever is applicable.

34. Conversion to a Single Currency

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

35. Margin of Preference

35.1 Unless otherwise **specified in the BDS**, a margin of preference² shall not apply.

**36. Evaluation
Process Financial
Parts**

36.1 To evaluate each Bid's Financial Part, the Employer shall consider the following:

- (a) the Bid price or the Total Bid Evaluation Sum (as applicable), excluding provisional sums and the provision, if any, for contingencies in the Schedule of Priced Activities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.2;
- (c) price adjustment due to discounts offered in accordance with ITB 11.4;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.1;
- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 34.1; and
- (f) any additional evaluation factors **indicated in the BDS** and detailed in Section III, Evaluation and Qualification Criteria.

36.2 If price adjustment is allowed in accordance with ITB 11.5, 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.

36.3 If this Bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria.

37. Abnormally Low Bids

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

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

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

38. Unbalanced or Front Loaded Bids

38.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced (which shall include consideration of the Bid price compared to the 'Total Bid Evaluation Sum', where operation, operation and maintenance or life cycle costs are to be used in determination the Most advantageous Bid) or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices or the Total Bid Evaluation Sum (as applicable) with the scope of the Works, proposed methodology, schedule and any other requirements of the Bidding Document.

38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, and notwithstanding the Employer's rights under ITB 42.1, the Employer may:

- a. accept the Bid, or
- b. if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price.

J. Evaluation of Combined Technical and Financial Parts

- 39. Evaluation of Combined Technical and Financial Parts**
- 39.1 The Employer shall undertake the combined evaluation of Technical and Financial Parts of responsive Bids in accordance with Section III, Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is **specified in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B), calculated in accordance with the Combined Evaluation of the Technical and Financial Bids described in Section III.
- 40. Most Advantageous Bid (MAB)**
- 40.1 The Most Advantageous Bid is the Bidder that meets the Qualification Criteria, and whose Bid has been determined to be:
- (a) substantially responsive to the Bidding Documents; and
 - (b) the best evaluated Bid i.e. the highest scoring Bid, in the combined technical and financial evaluation.
- 41.2 If the Bidder with the Most Advantageous Bid has submitted an alternative Bid(s), the Employer may elect to open and evaluate the alternative Bid(s). If the Employer does so elect, the opening and evaluation of the MAB's alternative Bid(s) shall be done in the presence of a Probity Assurance Provider, shall comply with the requirements of ITB 10.1 and shall be subject to the same requirements (e.g. pertaining to subcontractors and subcontracting) and follow the same procedures as were applicable to the Most Advantageous Bid, unless and to the extent that requirements and/or procedures are specifically amended for alternative bids in Section III Evaluation and qualification criteria.
- 41. Negotiations**
- 41.1 If **specified in the BDS**, the Employer may conduct negotiations once all Bids have been evaluated and the Most Advantageous Bid has been determined, and before the final Contract award. The procedure of the negotiations will be **specified in the BDS**.
- 41.2 Negotiations may address any aspect of the contract so long as they do not change the purpose of the Works, as defined in and/or can be determined from the Conditions of Contract, the Employer's Requirements, and other relevant documents that will form the Contract, or the performance requirements.
- 41.3 The Employer may negotiate first with the Bidder that has the Most Advantageous Bid. If the negotiations are unsuccessful the Employer may negotiate with the Bidder that has the next

best Most Advantageous Bid, and so on down the list until a successful negotiated outcome is achieved.

42. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

42.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities shall be promptly returned to the Bidders.

43. Standstill Period

43.1 Where it is **specified in the BDS** that a standstill period applies, the Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.

44. Notification of Intention to Award

44.1 Subject to ITB 43.1 specifying that a standstill period applies, the Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Accepted Contract Amount of the successful Bid;
- (c) the technical score, the Bid price and Total Bid Evaluation Sum (if applicable) as read out, the Evaluated Bid Cost and the total combined score of the successful Bid;
- (d) the names of all Bidders who submitted Bids, their technical scores, Bid prices and the Total Bid Evaluation Sums (if applicable) as readout, and the Evaluated Bid Costs and combined scores;

- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the information in (c) above already reveals the reason;
- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

- 45. Award Criteria** 45.1 Subject to ITB 42.1, the Employer shall award the Contract to the Bidder whose Bid has been determined to be the Most Advantageous Bid, provided that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 46. Notification of Award** 46.1 Subject to the expiration of the period of Bid validity and upon expiry of a Standstill Period, if specified in ITB 43.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the Accepted Contract Amount.

46.2 Within two (2) weeks after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) Technical Part scores, as read out/recorded at Financial Part Bid Opening;
- (c) Bid prices and the Total Bid Evaluation Sum (if applicable) as read out at Financial Bid opening;
- (d) Evaluated Bid Cost of each Bid;
- (e) combined Bid evaluation scores;
- (f) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (g) name of the winning Bidder, the Accepted Contract Amount, the contract duration and a summary of the scope of the contract awarded.

46.3 The Contract Award Notice shall be published on the Employer's website with free access. If a probity report was prepared this should be published on the Employer's website at the same time as the publication of the Contract Award Notice and where a standstill period does not apply it shall also be sent directly to all Bidders.

46.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract, unless the governing law of the country (or other jurisdiction) stated in the Appendix to Tender states otherwise.

47. Debriefing by the Employer

47.1 Where a standstill period is not employed, any Bidder who wishes to ascertain the grounds on which its Bid was not selected, may request an explanation from the Employer once the Contract Award Notice has been published. The Employer shall promptly provide an explanation of why such Bid was not selected. The debriefing shall not include point-by-point comparisons with another Bid(s) and information that is confidential or commercially sensitive to other Bidders.

47.2 Where a standstill period is employed:

- (a) on receipt of the Employer's Notification of Intention to Award referred to in ITB 44, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline;
- (b) where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period; and
- (c) where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.

47.3 Where debriefings of unsuccessful Bidders referred to in ITB 47.1 and ITB 47.2 may be done in writing or verbally at the option of the Employer. The Bidder shall bear their own costs of attending such a debriefing meeting.

48. Signing of Contract

48.1 The Employer shall send to the successful Bidder the Letter of Acceptance/Notification of Award including the Contract Agreement and the documents listed therein, where those documents to be included under the sub-heading “any other documents forming part of the Contract” shall be:

- (a) the Technical Proposal, excluding the mobilisation programme and the construction programme; and
- (b) any other documents **specified in the BDS** or that the Parties agree to include.

48.2 Where successful Bidder shall sign, date and return to the Employer the Contract Agreement within twenty-eight (28) days of its receipt.

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer or, in the absence of a Letter of Acceptance, the Contract Agreement, the successful Bidder shall deliver the Performance Security in accordance with the Conditions of Contract, taking into account any necessary adjustments to the value of the Performance Security in accordance with ITB 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form approved by the Employer. If the

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

49.2 Failure of the successful Bidder to deliver the Performance Security in accordance with ITB 49.1 or sign, date and return the Contract Agreement in accordance with ITB 48.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or the application of the sanctions set out in the Bid-Securing Declaration, whichever is applicable. In that event the Employer may award the Contract to the next Most Advantageous Bid.

**50. Procurement
Related
Complaint**

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

Section II. Bid Data Sheet (BDS)

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

A. General	
ITB 1.1	<p><u>The Employer is:</u> Water and Sewerage Company (WASCO) – Saint Lucia</p> <p>The name of the Bidding Process is : Theobalds Water Supply System Lot 1 – TWSS 01</p>
ITB 1.3	<p>In reference to ITB 1.3 (Eligible Bidders) the list of eligible countries are restricted to Caricom Member States which are as follows:</p> <ul style="list-style-type: none"> • Antigua and Barbuda • Bahamas • Barbados • Belize • Dominica • Grenada • Guyana • Haiti • Jamaica • Montserrat • Saint Kitts and Nevis • Saint Lucia • Saint Vincent and the Grenadines • Suriname • Trinidad and Tobago

B. Contents of the Bidding Document	
ITB 3.1	<p>For <u>clarification purposes</u> only, the Employer’s address is:</p> <p>Attention: Mr. Maurice Norville Street Address: L’Anse Road City: Castries Country: Saint Lucia Telephone: 1-758-453-2790 Electronic mail address: mauricenorville@wascosaintlucia.com</p> <p>Requests for clarification should be received by the Employer no later than: 10 days prior to the deadline of submission of bids</p>
ITB 3.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: 9th April 2026 Time: 10:00 am Place: Virtually (meeting link to be sent upon request)</p> <p>A site visit conducted by the Employer shall be organised.</p>
C. Preparation of Bids	
ITB 7.1	The language of the Bid is: “English”
ITB 8.1	N/A. The submission of bids shall be as described in Clause 18.1 of the BDS.
ITB 8.2 (h)	<p>The Bidder shall submit as part of its Technical Part the following additional documents:</p> <p>Code of Conduct for Contractor’s Personnel (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to the Contractor’s Personnel (as defined in Sub-Clause 1.1.2.7 of the General Conditions of Contract), to ensure compliance with the Contractor’s</p>

	Environmental, Social, Health and Safety (ESHS) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.
ITB 10.1	Alternative Bids shall not be considered.
ITB 12.1	The currency of the Bid and the payment currency(ies) shall be in: United States Dollars (USD) .
ITB 14	A Bid Security shall not be required. A Bid-Securing Declaration shall be required.
ITB 14.9	If the Bidder performs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Recipient will declare the Bidder ineligible to be awarded contracts by the Employer for a period of 2 years , starting from the date the Bidder performs any of the actions specified in ITB 14.9 (a) or (b) or (c).
ITB 15.1	The Bid validity period shall be 90 days.
ITB 16.1	This bidding process shall follow a two-phased procedure. Bidders shall submit: (i) a password-protected Technical Proposal; and (ii) a password-protected Financial Proposal. Prior to the time of Bid Opening, Bidders shall provide only the password to the Technical Proposal. The Financial Proposal shall remain sealed (password-protected). Following the Technical Evaluation, only Bidders that achieve a passing technical score shall be requested to provide the password to their Financial Proposal, which shall then be opened and evaluated in accordance with the Bidding Documents.
ITB 16.3	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: a valid Power of Attorney document
D. Submission of Bids	
ITB 18.1	Bidders “ shall ” submit their Bids electronically. The electronic Bid submission procedures shall be as follows: Bidders shall submit: (i) a password-protected Technical Proposal; and (ii) a password-protected Financial Proposal. Prior to the time of Bid Opening, Bidders shall provide only the password to the Technical Proposal. The

Financial Proposal shall remain sealed (password-protected). Following the Technical Evaluation, only Bidders that achieve a passing technical score shall be requested to provide the password to their Financial Proposal, which shall then be opened and evaluated in accordance with the Bidding Documents.

The electronic bids shall be submitted to the following email address:

Bids ONLY: pmuprojects@wascosaintlucia.com

The passwords for the Bids shall be submitted to the following email address:

Passwords ONLY: agriffith@gosl.gov.lc

The deadline for submission of Bids and the relevant passwords is:

Date: **8th May 2026**

Time: **12:00 pm**

E. Opening of Technical Part of Bids

ITB 21.1

The Bid opening shall take place at:

Street Address: Finance Administrative Centre

Floor/Room number: 5th Floor Conference Room

City : Castries

Country: Saint Lucia

Date: **8th May 2026**

Time: **1:00 pm**

The electronic Bid opening procedures shall be as follows:

Bids shall be opened at the time and place stated above. Under this two-envelope procedure, only the Technical Proposals shall be opened at the Bid Opening. Prior to the opening, Bidders shall disclose only the password to their Technical Proposal. The Financial Proposals shall remain secured and unopened until completion of the Technical Evaluation, after which only

	those Bidders that achieve a passing technical score shall be invited to provide the password to their Financial Proposal for opening and evaluation.	
ITB 21.8	<p>The Letter of Bid – Technical Part and the Bid-Securing Declaration shall be submitted as part of the Technical Proposal. Compliance with these documents shall be confirmed during the preliminary examination, prior to the detailed evaluation of the Technical Proposals.</p> <p>The Financial Proposal shall be submitted separately as a password-protected document and shall remain unopened until completion of the Technical Evaluation. Only those Bidders that achieve a passing technical score shall be invited to provide the password for the Financial Proposal for opening and evaluation.</p>	
F. Evaluation of Technical Part of Bids		
ITB 25.2	The minimum technical score to be achieved following the evaluation of the Technical Part of a Bid in order for it to be considered responsive is 75 .	
ITB 26.1	The Employer does not intend that the Contractor shall employ a “nominated Subcontractor” or “nominated Subcontractors”, as defined in Sub-Clause 4.5 of the Conditions of Contract.	
ITB 26.2	<p>Contractor’s proposed subcontracting:</p> <p style="padding-left: 40px;">(a) The total accumulated value of the Works that may be subcontracted shall not exceed 30% of the Bid price.</p>	
ITB 26.3	N/A	
ITB 27.2	The technical factors and corresponding scores out of 100 are:	
	Technical Factor	Percentage of Technical Score
	A. Experience of Contractor in similar assignments	20%
	B. Technical Approach and Methodology	40%
	C. Key Personnel	15%

	D. Construction Programme	15%
	E. Operation and Maintenance, Commissioning and Training	10%
G. Opening of Financial Parts		
ITB 30.4	<p>The Employer shall verify the integrity of the Financial Proposal files, confirm the documents received, and announce the Bid prices at the Financial Opening. No initialing of pages is required for electronic submissions.</p> <p>The Employer shall prepare Minutes of the opening of the financial proposals The minutes will include the following: (i) the name of each Bidder; (ii) confirmation that the Technical Proposal was deemed compliant; (iii) the total Bid price and any discounts offered.</p>	
H. Evaluation of Financial Part		
ITB 34.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices or the Total Bid Evaluation Sum (as applicable) expressed in various currencies into a single currency is: United States Dollars (USD)</p> <p>The source of exchange rate shall be: Eastern Caribbean Central Bank</p> <p>The date for the exchange rate shall be the deadline for submission of Bids as specified in ITB 22.1, unless otherwise specified by the Employer.</p>	
ITB 36.1 (f)	The adjustments shall be determined using the criteria detailed in Section III, if any.	
I. Evaluation of Combined Technical and Financial Part		
ITB 39.1	The weight to be given for cost is: 30%	
ITB 41.1	Negotiation applies .	

ITB 43.1	A standstill period shall not apply.
J. Award of Contract	
ITB 48.1	Other documents forming part of the Contract are as follows: N/A <hr/> <hr/>

Section III. Evaluation and Qualification Criteria

Table of Contents

A.	Technical Part	47
1. Evaluation of Technical Part (ITB 31.2)		47
2. Qualification		50
B. Financial Part		51
1. Evaluation of Financial Part		51
C. Combined Evaluation		52

A. Technical Part

1. Evaluation of Technical Part (ITB 31.2)

1.1 Evaluation of Technical Part of Bid

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are as follows.

1. Experience of Contractor in Similar Assignments (20%):

The Contractor shall demonstrate experience in successfully delivering assignments of a similar nature, scale and complexity. Bidders are expected to provide evidence of completed or substantially completed projects within the last 10 years, clearly indicating the contract scope, value, duration and client references. Greater weight shall given in the evaluation to assignments that are most technically comparable to requirements of this project.

2. Technical Approach and Methodology (40%):

The proposal shall demonstrate soundness, clarity and feasibility of the proposed technical approach, methodologies and execution strategies. Bidders are expected to demonstrate a comprehensive understanding of the assignment, site conditions, performance requirements, risk factors and coordination needs. The approach should integrate engineering design, construction methodology, environmental, health and safety considerations and risk mitigation. Proposals that present logical sequencing, fit for purpose methods and innovation that enhance value and sustainability will receive higher scores.

3. Key personnel (15%):

3a: Project Manager/ Team Leader:

Minimum Qualifications: Bachelor's degree in engineering, Construction Management, Project Management or Related Discipline. (Master's degree or Professional certification would also be an asset)

Minimum Experience: 10 years of general professional experience in engineering or construction. 5 years of experience in managing infrastructure or water related design and construction projects. Prior experience as Project Manager/Team Leader on a project of similar nature, scale or complexity.

3b: Process/Water Treatment Engineer

Minimum Qualifications: Bachelor's degree in Environmental, Chemical, Civil (Water), Process Engineering or related discipline. (Relevant courses or specialized certificates would also be an asset).

Minimum Experience: 7 years of experience in water treatment design, equipment selection and water treatment plant commissioning. Demonstrated understanding of treatment process performance requirements, operational constraints and commissioning procedures.

3c: Construction Manager

Minimum Qualifications: Bachelor's degree or Technical Diploma in Civil, Mechanical or equivalent construction related qualifications.

Minimum Experience: 8 years of experience in civil, mechanical or industrial construction works. 3 years of experience as a Construction Manager on comparable infrastructure projects. Demonstrated experience in site coordination, sequencing and Environmental, Health and Safety compliance.

4. Construction Programme (15%):

The Construction programme proposed shall demonstrate logical coherence, realism and completeness covering the full scope of works for the project. Bidders are expected to identify major work activities, sequence and dependencies and key milestones with the aim of timely project delivery (**12 month period**). The programme should reflect consideration of site constraints, weather conditions, logistics and commissioning periods. Higher scores will be awarded for programmes that are achievable, clearly presented and are compliant with provided project duration.

5. Operation, Maintenance, Commissioning and Training (10%):

Proposals should demonstrate an adequate and complete plan for commissioning, operational transition, testing and training. Bidders must describe procedures for functional testing, performance verification, operational readiness and handover to the Employer. Proposals should address training of the Employer's personnel, provision of manuals and documentation and the recommended operation and maintenance requirements for the installed system. Higher scores shall be given to proposals that ensure sustainable long-term operation, minimize downtime and demonstrate clarity in responsibilities during commissioning.

TECHNICAL BID SCORING METHODOLOGY

The score for each sub-factor (i) within a factor (j) will be combined with the scores of sub-factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub-factor “i” in factor “j”

w_{ji} = the weight of sub-factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”

and $\sum_{i=1}^k w_{ji} = 1$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”

W_j = the weight of factor “j” as specified **in the BDS**

n = the number of Factors

and $\sum_{j=1}^n W_j = 1$

2. Qualification

2.1 Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Employer's Requirements.

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

2.4 Equipment

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program.

The Bidder shall provide details in the relevant Form in Section IV.

2.5 Subcontractors

Any Specialised Sub-contractor identified shall continue to meet the applicable requirements.

B. Financial Part

1. Evaluation of Financial Part

1.1 Shall be as specified in ITB 36.

C. Combined Evaluation

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where

- C = Evaluated Bid Cost (which shall include, if any, the applicable operation, operation and maintenance or life cycle costs)
- C_{low} = the lowest of all Evaluated Bid Cost (which shall include, if any, the applicable operation, operation and maintenance or life cycle costs) among responsive Bids
- T = the total Technical Score awarded to the Bid
- T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
- X = weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

Section IV. Bidding Forms

Table of Forms

Letter of Bid – Technical Part	55
Form of Bid Security (Bank Guarantee): Not Applicable	58
Form of Bid Security (Bid Bond) – Not Applicable	60
Form of Bid-Securing Declaration	62
Contractor’s Proposal	64
General Approach and Methodology	66
Design Methodology	67
Construction Management Strategy	69
Method Statement for Key Construction Activities	71
ESHS Management Strategies and Implementation Plans (MSIPs).....	72
Code of Conduct for Contractor’s Personnel (ESHS) Form	73
Contract Personnel Organisation Chart.....	79
Risk Assessment	80
Contractor’s Equipment	81
Plant and Materials	82
Specialised Subcontractors and Subcontractors.....	84
Proposed Subcontractors for Major Activities/Sub-Activities	86
Quality Assurance System.....	87
Key Personnel Qualifications and Resource Schedule	88
Resume and Declaration	89
Contractor’s Representative and Key Personnel.....	89
Contractor’s Preliminary Design	93
Contractor’s Preliminary Drawings	94
Bidder’s Time Programme.....	95
Qualification Forms	96
Bidder Information Form	97
Bidder's Party Information Form	98
Current Contract Commitments/Works-in-Progress	100

Letter of Bid - Financial Part.....	101
Appendix to Bid	104
Schedule of Priced Activities and Sub-activities	107
Sample Schedule of Priced Activities Table	108
Sample Schedule of Priced Sub-Activities Table	109
Grand Summary	111

Letter of Bid – Technical Part

Date: _____ *[Bidder insert: date of Bid]*

LIB: _____ *[Insert: ICB name and number]*

Contract: _____ *[Insert: name of Contract]*

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

To: _____ *[Insert: name and address of Employer]*

We, the undersigned Bidder, acknowledge and agree that for the purposes of this Bid Submission and the Contract, the “Letter of Bid – Technical Part” and “Letter of Bid – Financial Part” together constitute the Letter of Bid and hereby submit the first part of our Bid, the Technical Part.

We, the undersigned, declare that:

- (a) We have examined the Conditions of Contract, Employer’s Requirements, Schedules, the attached Appendix and Addenda Nos. _____ for the following Works *[insert a brief description of the Works]*. We have examined, understood, and checked these documents and have ascertained that they contain no errors or defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein in conformity with this Bid, which includes all these documents, for the total Bid price offered in the “Letter of Bid – Financial Part”;
- (b) **Eligibility and no conflicts of interest:** We meet the eligibility requirements and have no conflict of interest.

-
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing or Proposal-Securing Declaration in the Employer's country;
- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 15.1 from the date fixed for the Bid submission deadline specified in BDS 18.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If this Bid is accepted, we will provide the specified Performance Security, commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the documents listed in sub-paragraph (a), above, within the Time for Completion;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor.
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Caricom Development Fund. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (h) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];*
- (i) **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in Prohibited Practices;
- (j) **Environmental, Social, Health and Safety (ESHS) Provisions:** We hereby declare that if awarded the Contract we, including our Subcontractors and suppliers, will comply with the ESHS contractual obligations, including those related to forced labour; and
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding

contract between us, unless and until a formal Contract Agreement is prepared and executed

Name of the Bidder: **[insert complete name of the Bidder]*

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

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

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

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

*In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as the Bidder.

**Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

ENCLOSURE(S):

Form of Bid Security (Bank Guarantee): Not Applicable

[Bank's Name, and Address of Issuing Branch or Office or SWIFT identified code]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the design, execution and completion of the Works and remedying any defects therein of _____ 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 _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) 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;
- (b) has failed to accept the correction of arithmetical errors; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders of 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 of 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 (URDG) 2010 Revision, ICC Publication No. 758. _____

[Signature]

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

Form of Bid Security (Bid Bond) – Not Applicable

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 Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*³ *[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 Employer dated the ____ day of _____, 20__, for the construction 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;
- (b) has failed to accept the correction of arithmetical errors; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Agreement, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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

³ 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.

extended by the Employer 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 present to be executed in their respective names this ____ day of _____ 20__.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Form of Bid-Securing Declaration

Date: _____

Bid No.: _____

Alternative No.: _____

To:

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 WASCO for the period of time of _____ starting on _____, 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 Letter of Bid;
- (b) has failed to accept the correction of arithmetical errors; or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instruction to Bidders.

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: _____

In the capacity of _____

Name: _____

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

Dated on _____ day of _____, _____

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.]

Contractor's Proposal

Technical Bid Forms

1. General Approach and Methodology
2. Design Methodology
3. Construction Management Strategy
4. Method Statement for key construction activities
5. ESHS Management Strategies and Implementation Plans (MSIPs)
6. Code of Conduct for Contractor's Personnel (ESHS)
7. Contract Personnel Organisation Chart
8. Risk Assessment
9. Contractor's Equipment
10. Specialised Subcontractors and Subcontractors
11. Proposed Subcontractors for Major Activities/Sub-Activites
12. Plant and Materials
13. Quality Assurance
14. Key Personnel Qualifications and Resource Schedule
15. Resume and Declaration

-
16. Contractor's Representative and Key Personnel
 17. Contractor's Preliminary Design
 18. Contractor's Preliminary Drawings

General Approach and Methodology

The 'General Approach and Methodology' should bring together and combine (as appropriate) in a summarised form the information to be provided in the following 'Design Proposal', 'Construction Management Strategy' and 'Method Statement for Key Construction Activities' forms such that the Bidder's overall approach to achieving the requirements of the Contract is presented in a clear and cohesive manner. The 'General Approach and Methodology' should also include, as a minimum, the following:

- (a) Mobilisation arrangements;
- (b) General approach to and arrangements for fulfilling the design requirements of the Contract;
- (c) Access to, and possession of, the Site, in terms of Sub-Clause 2.1 of the Conditions of Contract, with due regard to permits and licences (e.g. who is responsible for what and what the procedures are);
- (d) Intended sequencing and general approach to the main elements/aspects of the Works;
- (e) Construction methods to be used for the various types of work comprising the Works;
- (f) Sourcing of Materials (e.g. imported, in-country);
- (g) Plant and Contractor's Equipment (e.g. own, hired, imported, in-country).

Design Methodology

The Bidder shall submit a design methodology which addresses as a minimum the following:

- (a) organisational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) design deliverables
- (c) design statement setting out how the Employers Requirements will be achieved;
- (d) Any added value the Bidder will bring including examples of innovative aspects of the design;
- (e) comments on the Employer's Requirements, including:
 - (i) status of the information available and relevant design issues for the Works;
 - (ii) comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
 - (iii) *[details of any exceptions in the conceptual design taken to the Employer's Requirements];*
- (f) Sustainable Procurement: sustainability aspects (e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Bidder's approach and commitment to sustainable design and construction practices;
- (g) strategy for gathering baseline environmental, social, health and safety (ESHS) information in time to inform design development;
- (h) details of how the ESHS requirements, and any proposal to enhance ESHS outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;

-
- (i) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
 - (j) value engineering (value management) arrangements, including consideration of ESHS issues; and

Construction Management Strategy

The Bidder shall submit a construction management strategy which addresses as a minimum:

- (a) organisational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- (b) clearly identify which joint venture partner, where the Bidder is a joint venture, will execute/undertake and/or be responsible for which part(s), aspect(s), etc of the Works;
- (c) subcontractor selection and management;
- (d) proposals for training all personnel attending site;
- (e) stakeholder engagement;
- (f) obtaining and managing consents, permits and approvals;
- (g) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (h) construction phasing proposals including sequence of work and management of conflicting activities;
- (i) ensuring that geotechnical investigations or other advance works meet the ESHS requirements;
- (j) risk management approach for geotechnical and subsurface aspects of the Works;
- (k) quality management system including a draft of the quality management plan;
- (l) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (m) preparation, approval and implementation of the Contractor's Environmental, Social, Health and Safety Management Plan (ESHM);

-
- (n) preparation, approval and implementation of the Contractor's health and safety manual;
 - (o) reporting arrangements, including topics (that include ESHS) and timescales;
 - (p) arrangements and details for: training of the Employer's Personnel; preparation and provision to the Employer of "as-built" records and drawings; and preparation and provision of operation and maintenance manuals;
 - (q) arrangements for Tests on Completion of the Works;
 - (r) taking-over of the Works and, where applicable, Sections;
 - (s) Defects Notification Period;
 - (t) Tests after Completion.

Method Statement for Key Construction Activities

The Bidder shall provide its method statements for addressing risks and carrying out the construction activities. Each method statement shall describe the proposed approach, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements.

Examples:

- *Demolition works;*
- *'major' or significant Temporary Works;*
- *management of traffic including construction traffic*
- *.../;*

ESHS Management Strategies and Implementation Plans (MSIPs)

The Bidder shall submit comprehensive and concise Management Strategies and Implementation Plans (MSIPs) to manage the Environmental, Social, Health and Safety risks, as required by ITB 12.2 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, etc. that will be implemented by the Contractor, and its subcontractors.

In developing these MSIPS, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Following award of the Contract, the Contractor (i.e. the successful Bidder) is required to submit one coordinated document that incorporates all the MSIPs submitted with the Bid prior to commencing the Works; this document is the Contractor's Environmental, Social, Health and Safety Management Plan (C-ESHSMMP) and is referred to in, for example, PCC Sub-Clause 1.1.6.10 [*Definitions – Other Definitions – “C-ESHSMMP”*], Sub-Clause 4.1 [*Contractor's General Obligations*], Sub-Clause 8.1 [*Commencement of Works*] and the Specification.

Code of Conduct for Contractor's Personnel (ESHS) Form

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, *[enter name of Contractor]*. We have signed a contract with *[enter name of Employer]* for *[enter description of the Works]*. These Works will be carried out at *[enter the Site and other locations where the Works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental, social, health and safety risks related to the Works. It applies to all our staff, labourers and other employees at the Works.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its Bid.

Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel. Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - (a) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - (d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy, including reporting of all near misses, and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as but not limited to women, people with disabilities, indigenous peoples, migrant workers or children;
6. not alter, damage, remove or destruct cultural property or sites which is any natural or manmade areas sites, structures and remains of archaeological, historical, religious, spiritual, cultural or aesthetic value, which are part of a country's resource base and therefore of cultural heritage significance.

-
7. abstain from any form of violence, harassment, intimidation, and/or exploitation, and aim to seek peaceful resolution of conflicts;
 8. abstain from any actions that would facilitate the use of forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements;
 9. abstain from drug abuse on site including the use of alcohol and other drugs;
 10. not bring/use any weapons on site except for instances when job descriptions require their use, such as for security guards;
 11. not engage in corrupt and fraudulent behaviours and transactions and avoid conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favours, are not provided to any person with whom there is a financial, family, or personal connection);
 12. maintain respectful interactions with the local community(ies), members of the local community(ies), and any affected person(s) (including with regard to their culture and traditions) and avoidance of any inconvenience to them (including for example noise at night, dumping of individual garbage other than in provided locations, damage to and destruction of community and/or cultural property);
 13. practice non-discrimination when inter-acting with the local community (including vulnerable groups), and the Employer's and other Contractor's Personnel (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status);
 14. not engage in any form of sexual harassment, including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with the local community, and the Employer's and other Contractor's Personnel;
 15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
 16. not engage in sexual assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration;

-
17. not engage in any form of sexual activity with individuals under the legal age of consent in the Recipient's country;
 18. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual and Gender Based Violence (SGBV);
 19. report violations of this Code of Conduct; and
 20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in the following ways:

1. Contacting the WASCO Project Management Unit

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct. False reporting against the code of Conduct will be investigated and sanctioned.

The Code of Conduct will be displayed visibly at the worksite to raise awareness of workers and the public about its contents.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination, dismissal and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact **the WASCO Project Management Unit** requesting an explanation.

Name of Contractor's Personnel: _____ *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorised representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

Contract Personnel Organisation Chart

The Bidder shall provide an organisation chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organisation chart shall include the names of all Key Personnel.

Risk Assessment

The Bidder should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, programme or other, and the proposed mitigation strategy for each hazard.

Form EQU: Contractor's Equipment

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Programme. In the strategy, the Bidder shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Bidder shall specify whether it will own, lease, rent or specially manufacture the key equipment.

The Bidder should only include Contractor's Equipment that will/may be used to execute the Works and should not include a list of 'all' the equipment owned.

Plant and Materials

The Bidder shall provide the information required for the Plant and Materials listed in the table below, describing or identifying in detail (i.e. model/type/size) the Plant and Materials offered. The Bidder shall also provide any other information required by the Bid and/or requested during Bid Evaluation.

If the Bidder's Technical Proposal includes Plant and/or Materials that are not listed in the table below, the Bidder shall state the main characteristics for any such Plant and/or Materials, add them to the table below and provide the information required therein.

Each page shall be stamped, signed and dated by the person(s) authorised to sign on behalf of the Bidder.

No.	Plant/Material	Manufacturer	Model/Type/ Size	Country of Origin
1.				
2.				
3.				
3.1				
3.2				
4.				
4.1				
5.				
5.1				
6.				
6.1				

We hereby declare that the completed table of Plant and Materials shall be binding upon us and that they shall not be changed or varied in any respect except as provided for in the Conditions of Contract, including, but not limited to, non-compliance with the Employer's Requirements.

Until such time as the Performance Certificate is issued, we undertake to provide any information regarding the "origin" of any item(s) of Plant and Materials intended to form or forming part of the Permanent Works, including supply-only items.

Signature: _____
[insert name]

In the capacity of *[insert position in company or JV]* of *[insert company or JV name]* duly authorised to sign the Bid for and on behalf of [insert Bidder or JV's name].

Date: _____

Subcontractors

Subcontractors

The Bidder shall provide the information required in the table below for each Subcontractor and in accordance with ITB 26.3.

Subcontracted Works	Name, Address and Country of Registration of Subcontractor(s)	Value of Subcontract as a percentage of the Bid Price

List of Suppliers

The Bidder shall state in the table below the names and addresses of the proposed suppliers of the Plant and Materials listed and the total value of the subcontract(s) with each supplier expressed as a percentage of the Bid price. In addition, if the Bidder intends to enter into a subcontract for the supply of Plant and/or Materials not listed in the table below where the value of the proposed subcontract or accumulated value of multiple subcontracts with a proposed supplier will be greater than the percentage of the Bid price specified in ITB 26.2, the Bidder shall add the Plant and/or Materials to be supplied to the table below and provide the information required therein.

No.	Plant/Material	Supplier's Name and Address	Value of Supplier Subcontract as percentage of the Bid Price
1.			
2.			
3.			

3.1			
3.2			
4.			
4.1			
5.			
5.1			
6.			
6.1			

Signature: _____
[insert name]

in the capacity of *[insert position in company or JV]* of *[insert company or JV name]* duly authorised to sign the Bid for and on behalf of *[insert Bidder or JV's name]*.

Date: _____

Subcontractors

Proposed Subcontractors for Major Activities/Sub-Activities

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/subactivity indicated. For any additional subcontractor (that is not the Specialised Subcontractor accepted in the initial selection process or subsequently approved by the Employer in accordance with ITB 13), Bidders are free to propose more than one Subcontractor for each activity/subactivity.

Activity/Sub-Activity	Proposed Subcontractors	Nationality

Quality Assurance System

The Bidder shall provide details of the quality assurance system to be used to ensure the successful execution and completion of the Works and remedying any defects.

Form PER -1

Key Personnel Qualifications and Resource Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- The name and role for each Key Personnel position.
- The duration of each Key Personnel appointment.
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

	Title of position	Name of Candidate	
1.	<i>[Contractor's Representative]</i>		
<i>Key Personnel for Design</i>			
2.	<i>[Design Manager]</i>		
3.	<i>[Modify/add others as appropriate]</i>		
<i>Key Personnel for Construction</i>			
4.	<i>[Construction Manager]</i>		
5.	<i>[Health and Safety Specialist]</i>		
6.	<i>[Modify/add others as appropriate]</i>		

Form PER-2
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder:		
Position [#1]: <i>[Title of position from Form PER-1]</i>		
Personnel information	Name:	Date of Birth:
	Address:	E-mail:
	Professional Qualifications:	
	Academic Qualifications:	
	Language Proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Employer:	
	Telephone:	Contact (Manager/Personnel Officer):
	Fax:	
	Job Title:	Years with present employer:

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorised representative of the Bidder:

Signature: _____

Date: (day month year): _____

Contractor's Preliminary Design

[Note to Bidder: insert preliminary design.]

Contractor's Preliminary Drawings

[Note to Bidder: insert preliminary drawings.]

Bidder's Time Programme

The Bidder shall set out a time programme in the form of a bar chart for the design, execution and completion of the Works. The proposed programme shall be developed based on the Employer's Requirements and shall include, as a minimum the following:

1. The Commencement Date and Time for Completion of the Works and of each Section (if any).
2. Submission of the Contractor's Environmental, Social, Health and Safety Management Strategies and Implementation Plans (MSIPs), which collectively form the C-ESHSM, in accordance with the Particular Conditions of Contract Sub-Clause 4.1 and 8.1.
3. Design of the Works, including the submission of the design deliverables, review and approval of the design and Contractor's Documents by the Engineer.
4. The order in which the Contractor intends to carry out the Works.
5. Identification of all activities required to design, execute and complete the Works, to a level of detail sufficient to identify the different key elements and/or components of each activity, including, but not limited to, mobilisation (including processes and deliverables needed to commence the Works), design, manufacture, procurement, on-Site works (construction, erection, installation), testing, commissioning, and handing over of the completed Works, Tests after Completion, etc.
6. Logical links for all activities and float.
7. Identification of the critical path(s).
8. *[insert any other relevant information, as may be appropriate.]*

Qualification Forms

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that they continue to meet the criteria used at the time of prequalification. For this purpose, the Bidder shall use the relevant forms included in this Section.

Form ELI -1.1
Bidder Information Form

Date: *[insert day, month, year]*
LIB No. and title: *[insert LIB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Bidder's legal name <i>[Insert full legal name]</i>
2. In case of Joint Venture (JV), legal name of each partner: <i>[Insert full legal name of each partner in JV]</i>
3. Bidder's actual or intended country of constitution: <i>[Indicate country of constitution]</i>
4. Bidder's actual or intended year of constitution: <i>[Indicate year of Constitution]</i>
5. Bidder's legal address in country of registration: <i>[Insert street/ number/ town or city/ country]</i>
6. Bidder's authorised representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above. <input type="checkbox"/> In case of state-owned enterprise or institution, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law
8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2

Bidder's Party Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member]

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

LIB No. and title: *[insert LIB number and title]*

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

1. Bidder's JV name: <i>[Insert full legal name]</i>
2. JV member's name: <i>[Insert full legal name of Applicant's Party]</i>
3. JV member's country of registration: <i>[Indicate country of registration]</i>
4. JV member's year of constitution: <i>[Indicate year of constitution]</i>
5. JV member's legal address in country of registration: <i>[Insert street/ number/ town or city/ country]</i>
6. JV member's authorised representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.9 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law

8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Form FIN – 3.4:
Current Contract Commitments/Works-in-Progress

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

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					

Letter of Bid - Financial Part

Date: _____ *[Bidder insert: date of Bid]*

LIB: _____ *[Insert: LIB name and number]*

Contract: _____ *[Insert: name of Contract]*

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

To: _____ *[Insert: name and address of Employer]*

We, the undersigned Bidder, acknowledge and agree that for the purposes of this Bid Submission and the Contract, the “Letter of Bid – Technical Part” and “Letter of Bid – Financial Part” together constitute the Letter of Bid and hereby submit the second part of our Bid, the Financial Part.

We, the undersigned declare that:

- (a) We have examined the Conditions of Contract, Employer’s Requirements and Supplementary Information, Schedules, the attached Appendix and Addenda Nos. _____ for the following Works *[insert a brief description of the Works]*. We have examined, understood, and checked these documents and have ascertained that they contain no errors or defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein in conformity with this Bid, which includes all these documents, for the total Bid price, excluding any discounts offered in item (b) below, of: *[insert one of the options below as appropriate]*

Total price: *[insert the total Bid price in words and figures, indicating the various amounts and the respective currencies that corresponds to BDS ITB 12.1 and the Summary of Payment Currencies table]*

- (b) Discounts: The discounts offered and the methodology for their application are:

-
- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculation to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (c) **Appendix to Bid:** We acknowledge that the Appendix to Bid forms part of the Letter of Bid.
- (d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, unless and until a formal Contract Agreement is prepared and executed.
- (e) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid or any other Bid that you may receive.

Name of the Bidder: **[insert complete name of the Bidder]*

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

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

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

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

*In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as the Bidder.

**Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

ENCLOSURE(S):

Appendix to Bid

<u>Item</u>	<u>Data</u>
Employer's name and address	<u>Water and Sewerage Company</u> <u>(WASCO) – L'Anse Road,</u> <u>Castries, St. Lucia</u>
Contractor's name and address	_____ _____ _____
Time for Completion of the Works...	365 calendar days
Defects Notification Period.....	180 days
Governing Law	<u>Laws of Saint Lucia</u>
Ruling language	<u>English</u>
Language for communications.....	<u>English</u>
Time for access to the Site	<u>7</u> days after Commencement Date
Amount of Performance Security	<u>10</u> % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Maximum accumulated value of Works that may be subcontracted	<u>30</u> % of the Accepted Contract Amount.
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	14 days

<u>Item</u>	<u>Data</u>
Normal working hours	<u>0800 to 1600 hours, Monday to Friday</u>
Delay damages for the Works.....	<u>0.1</u> % of the Accepted Contract Amount per day, in the currencies and proportions in which the Contract Price is payable.
Maximum amount of delay damages	<u>10</u> % of the Accepted Contract Amount.
Percentage of retention	10%
Minimum amount of Interim Payment Certificates	<u>5</u> % of the Accepted Contract Amount
Currency of payment	United States Dollars (USD) as named in the Letter of Bid
Periods for submission of insurance:	
(a) evidence of insurance	(a) 14 days
(b) relevant policies	(b) 28 days
Minimum insurance amounts	(a) For loss or damage of the Works, Plant and Materials: 100% of the value of the works
	(b) For loss or damage to equipment: Full replacement cost, deductible 2.5%

(c) For loss or damage to property
(except the Works, Plant, Materials
and Equipment) in connection with the
Contract: **USD 350,000**

(d) For personal injury or death:

**(i) of the Contractor's employees:
USD 350,000**

(ii) of other people: USD 350,000

Schedule of Priced Activities and Sub-activities

The Bid price shall be a lump sum for the design, execution and completion of the Works and remedying of any defects therein, in conformity with the Bid document. The Bidder shall fill in prices for all items of the Works described in the Price Schedules/Schedules of Payment. Items against which no price is entered by the Bidder shall be deemed covered by the prices for other items in the Price Schedules/Schedule of Payments and will not be paid for separately by the Employer. Pricing of the items listed in the Price Schedules/Schedule of Payments shall be based on the Bidders design and the Bidders may extend or amend the listed items to the extent permitted by the Bid document.

Sample Schedule of Priced Sub-Activities Table

[To be completed by the Bidder (more tables to be used by the Bidder as appropriate)]

Sub-activity No.	Description of Sub-activity	Sub-Activity Price
1.A	Preliminary investigations & condition assessment	
1.B	Detailed design report & technical specifications inclusive of Construction sequencing & operational continuity plan and Quality Assurance and Control plan and testing protocols	
2.A	Demolition, removal & disposal of existing components	
2.B	Supply and installation of new underdrain system	
2.C	Supply and installation of filter media as per AWWA B100	
2.D	Supply and installation of stainless steel process piping	
2.E	Air and washwater system rehabilitation	
3.A	Mechanical equipment	
3.B	Stainless steel valves and fittings	
3.C	Air scour lines and manifolds	
3.D	Refurbishment of backwash water distribution system	
4.A	As-built Drawings	
4.B	Operation & Maintenance Manuals	
4.C	Operator Training	

	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	

Grand Summary

General Summary	Page	Amount
<i>Subtotal of Activities</i>	<i>(A)</i>	

PART 2 –Employer’s Requirements and Supplementary Information

Section VII. Terms of Reference and Supplementary Information

Table of Contents

Terms of Reference	114
 As Built Drawings	119
Supplementary Data and Information.....	122

Terms of Reference

THEOBALDS WATER TREATMENT PLANT REHABILITATION

REHABILITATION OF SIX (6) RAPID GRAVITY SAND FILTERS INCLUDING COMPRESSED AIR LINES FOR BACKWASHING

1. BACKGROUND

The Theobalds Water Treatment Plant (WTP) was originally commissioned in 1993 with a rated design capacity of 6 million imperial gallons per day (MIGD). In 2007, the facility was expanded by an additional 4.8 MIGD, bringing the combined nominal design capacity to 10.8 MIGD. The plant utilizes conventional treatment processes comprising horizontal flow flocculation, lamella plate clarification, and rapid gravity filtration.

The four filters from the original plant are fitted with tepee-type lateral underdrain systems, whereas the two additional filters constructed during the expansion utilize a nozzle-type underdrain system. Upon commissioning of the expanded plant, operational personnel reported reduced backwash flow rates in the new filter units. This deficiency was never adequately resolved, resulting in persistent inefficiencies in filter backwashing, increased water losses, and premature clogging.

Over time, deterioration of nozzles and corrosion of mild steel compressed air lines has rendered the air-scouring function ineffective. The plant has consequently relied solely on water backwashing to achieve surface washing and filter media fluidization. This deviation from optimal backwash practice has reduced operational performance and shortened filtration cycles. Backwashing currently occurs every 24–48 hours instead of the ideal 72-hour cycle, and the WTP is unable to reliably meet its maximum rated treatment capacity of 10 MIGD during peak demand periods. Rehabilitation of the filters and associated air/water backwashing systems is therefore considered critical to restoring the plant's operational output and efficiency.

2. OBJECTIVE

The objective of the rehabilitation project is to evaluate the condition of the six (6) filters located within the expanded section of the Theobalds WTP and implement a technological solution that will enable consistent, efficient and reliable operation of the filters at design capacity. The solution shall include replacement of filter media, replacement of mild steel piping with suitable stainless steel, and installation of an improved underdrain and air/water backwashing technology. The proposed solution shall be designed and executed to minimize disruption to plant operations and maintain existing treated water production levels throughout the implementation period.

3. SCOPE OF WORKS

The Contractor shall provide all labour, design services, materials, equipment, plant, testing and commissioning activities required to rehabilitate the filters. The Scope of Works includes, but is not necessarily limited to, the following activities:

- a. Assessment of the current condition and operational performance of the six (6) rapid gravity filters, including underdrain, air-scour, washwater and drainage systems.
- b. Development and proposal of a technological solution that ensures optimal filtration and backwash performance, including recommended upgrades to the underdrain and air/water scour systems.
- c. Replacement of the filter media in accordance with AWWA B100 standard, including specification of media gradation, depth, arrangement, and installation procedures.
- d. Removal of all mild steel piping servicing the filters and installation of suitable stainless steel piping for air-scour and washwater systems, including all fittings, brackets, supports and valves.
- e. Demolition and replacement of the existing nozzle-type underdrain systems with an improved technology that ensures effective backwash, minimal blockage, and optimal air/water fluidization.
- f. Design and implementation of a methodology and construction sequencing plan that ensures continuous plant operation and maintains current treated water production levels during execution.
- g. Testing and commissioning of the rehabilitated filters, including performance testing, calibration of air/water scour systems, and demonstration of compliance with required filtration rates, backwash cycle duration, and operational KPIs.

4. Key Performance Requirements

The rehabilitated filters shall meet the following minimum performance criteria:

1. Restoration of target filtration cycle duration of approximately 72 hours under normal plant loading conditions.
2. Achievement of uniform air/water distribution during backwashing and surface washing cycles.
3. Reduction in backwash water losses through improved efficiency and reduced frequency.
4. Demonstration that the rehabilitated filters can operate at the WTP's nominal maximum design capacity of 10 MIGD.
5. Minimization of maintenance interventions related to nozzle or underdrain clogging.
6. Compliance with applicable AWWA, NSF, ASME or equivalent standards for filter rehabilitation components.

5. Project Deliverables

The Contractor shall submit the following deliverables for review and approval:

1. Initial condition assessment report
2. Design Report
3. Detailed engineering design drawings and specifications
4. Sequencing and operational continuity plan
5. Construction method statements
6. Manufacturer technical data sheets
7. Quality Assurance/Quality Control (QA/QC) Plan
8. Testing & Commissioning Plan
9. As-built drawings
10. O&M manuals and maintenance procedures
11. Training materials for plant operators

6. Project Duration

It is anticipated that the project will be undertaken in two distinct phases over an estimated **twelve-month** period. Phase 1 will comprise all activities required for the preparation of the detailed design of the works, including but not limited to data collection, verification of existing conditions, preparation of technical drawings and specifications, and development of the detailed implementation methodology. This phase is expected to culminate with the submission and approval of the final design package and associated deliverables. It is envisaged that Phase 1 will be completed within the first three (3) months of the project.

Phase 2 will consist of the physical execution of the works as defined during the design phase. This will include fabrication and associated construction activities, installation, integration with existing systems where required, and validation of performance. Phase 2 will also encompass all testing, commissioning, and training activities to ensure operational readiness. The completion of this phase will mark the formal handover of the works and the conclusion of the project.

7. Key Personnel:

a: Project Manager/ Team Leader:

The Project Manager shall have overall responsibility for the planning, coordination, and execution of the assignment and for ensuring compliance with the Contract requirements. This includes leading design, construction, testing, and commissioning activities and maintaining communication with the Employer. The Project Manager shall be responsible for scheduling and progress monitoring, contract administration, risk management and reporting. The Project Manager shall ensure that the Works are completed on time, within budget, and to the required quality, safety, and performance standards.

b: Process/Water Treatment Engineer

The Process Engineer shall be responsible for the technical design and performance aspects of the water treatment works. This includes equipment specification and selection, evaluation of performance criteria, and integration with hydraulic, mechanical, civil, electrical, and control systems. The Process Engineer shall define the process-related commissioning and performance testing requirements and assist in the preparation of operational documentation. The role also includes support during construction and commissioning to ensure that the system achieves the required operational performance targets, as well as coordination with the Employer on operational constraints and transitional arrangements during rehabilitation.

c: Construction Manager

The Construction Manager shall oversee all on-site construction activities, including supervision of works, scheduling, sequencing, and implementation of health, safety, environmental, and quality control measures. The Construction Manager shall ensure that the Works are executed in accordance with the approved drawings, specifications, method statements, and construction programme. Particular attention shall be given to any shutdowns, temporary works, and activities undertaken within the operational facility. The Construction Manager shall also ensure accurate site documentation, maintain communication with the design team regarding constructability issues, and support the commissioning and handover process.

The minimum requirements with respect to qualifications and level of experience of each of these key personnel is presented in Section III: Evaluation and Qualification Criteria.

8. Implementation & Operational Continuity Requirements

Given the operational importance of the WTP, rehabilitation works shall be sequenced to:

1. Maintain existing water production throughout construction;
2. Limit operational downtime for individual filters;
3. Prevent degradation in treated water quality;
4. Coordinate shutdown windows with the Employer.

The Contractor shall be responsible for temporary works, bypass systems, staging, equipment handling and any other measures necessary to maintain performance continuity.

9. Standards and Codes

All design, materials and workmanship shall comply with relevant international standards including, but not limited to:

- AWWA B100 (Filter Media)
- AWWA standards applicable to air and washwater systems
- ASME piping standards (where applicable)
- NSF/ANSI 61 (materials in contact with potable water)
- Local health and regulatory requirements

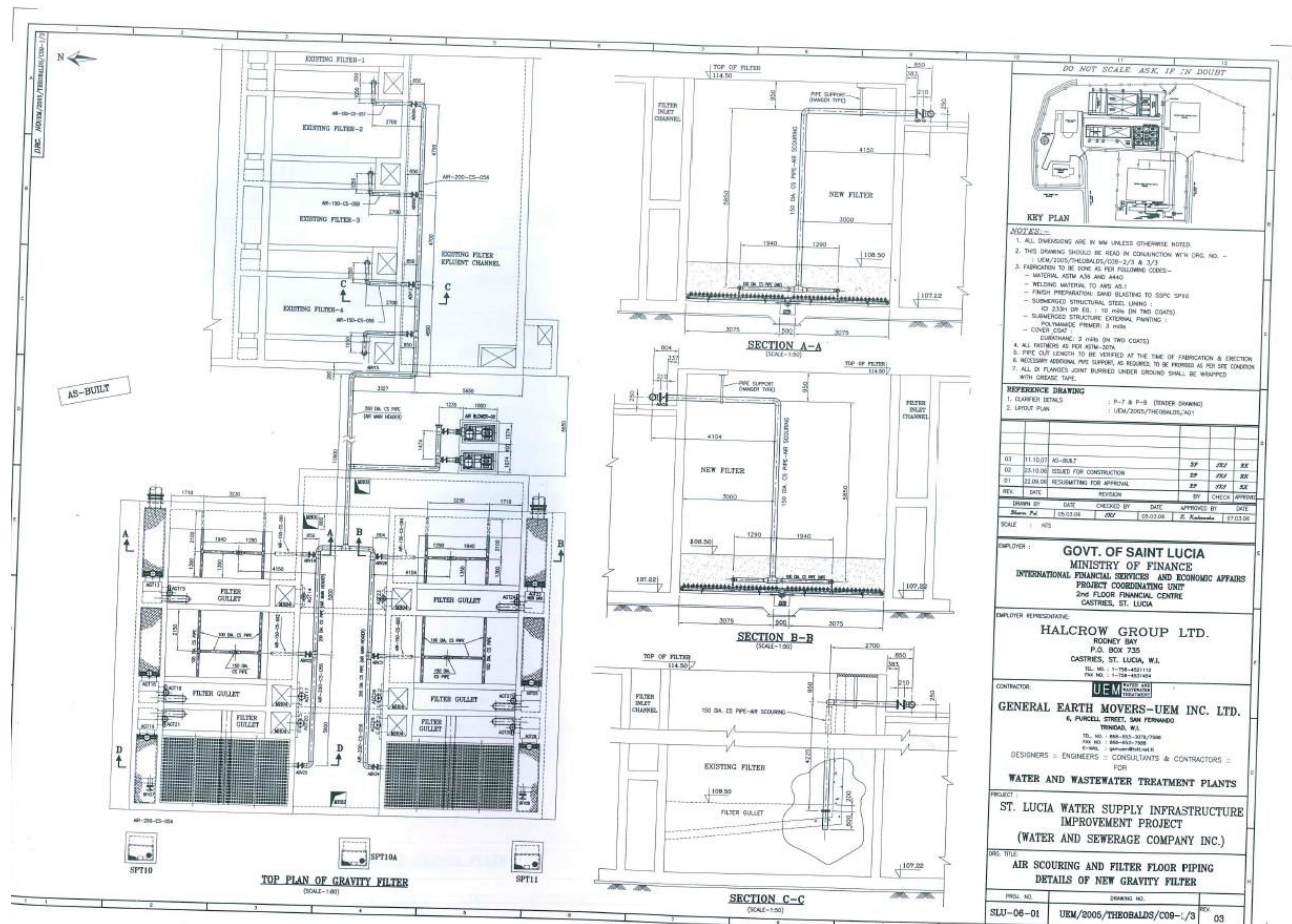
10. Testing and Commissioning

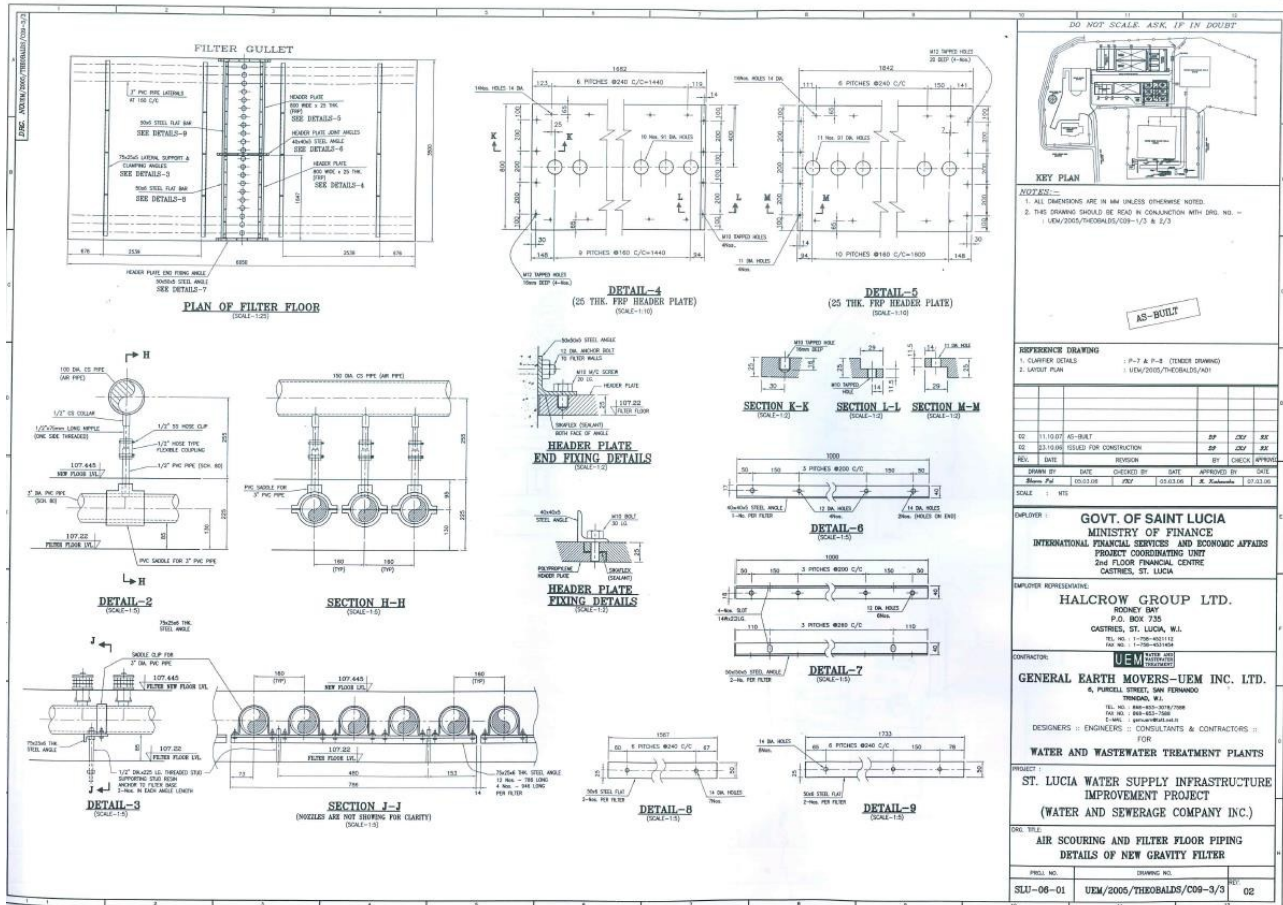
Commissioning shall include hydraulic performance testing, validation of filtration and backwash cycles, and demonstration of compliance with performance requirements. A post-commissioning validation period will be undertaken. The time frame for this validation period will be 60 days. During this time frame the performance of the system will be continuously monitored to ensure compliance with the project requirements.

11. Warranty and Defects Liability

The Contractor shall provide warranties on equipment, installed components, and materials. A defects liability period of 6 months shall apply.

As Built Drawings





Supplementary Data and Information

<u>FILTERS</u>	<u>DETAILS</u>
No. of Filters	6
Dimensions	
Length/m	6.65
Width/m	4.9
Surface area/m ²	32.59
Filtration Rate in m ³ /m ² /hr	6.28
No. of nozzles per filter	966
<u>LAYERS</u>	
Gravel	
Depth/mm	152
Size/mm	3x6
Standard	AWWA B 100-89
Density in kg/m ³	1600
Volume per filter in m ³	4.95
Sand	
Depth/mm	300
Size/mm	0.55
Standard	AWWA B 100-89
Density in kg/m ³	2.65
Uniformity Coefficient	1.5
Volume per filter in m ³	9.78
Anthracite	
Depth/mm	550
Size/mm	1.42
Standard	AWWA B 100-89
Density in kg/m ³	1.64
Uniformity Coefficient	17.92
Volume per filter in m ³	1.35
Valves and Meters	
Each filter consists of Auma Actuator Valves	
Inlet	1 Per Filter
Drain Gate	1 Per Filter

Filter drain	1 Per Filter
Surface Wash	1 Per Filter
Air Scouring	1 Per Filter
Outlet	1 Per Filter
Ultrasonic Level Sensor	1 Per Filter
24" Mag Meters	2 Meters (New Meters have been procured)
Turbidity Meters	6 Turbidity.

**PART 3 – CONDITIONS OF CONTRACT AND
CONTRACT FORMS**

Section VI. General Conditions (GC)

Green Book:

© FIDIC 1999. All rights reserved.

The Conditions of Contract comprise the FIDIC “General Conditions of Short Form Contracts” (FIDIC Green Book) first edition 1999 published by the Federation Internationale Des Ingenieurs-Conseils (FIDIC), and the following “Particular Conditions” which include amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “General Conditions of Short Form Contracts” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

Section VII – Particular Conditions (PC)

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

Item	Sub-Clause	Data
Time for completion	1.1.9	12 months
Law of the Contract	1.4	Laws of Saint Lucia
Language	1.5	English
Provision of site	2.1	7 days after the commencement date
Employer's authorised person	3.1	Mr. Maurice Norville – Head, Project Management Unit
Name and Address of Employer	3.2	Water and Sewerage Company (WASCO) – L'Anse Road, Castries, Saint Lucia
Performance Security	4.4	Performance Guarantee in the value of 10% of the Contract Amount
Amount payable due to failure to complete within contract period	7.4	0.01% per day up to a maximum of 10% of the Contract Amount
Period for notifying defects	9.1 & 11.5	180 days
Percentage of retention	11.3	10%
Currency of payment	11.7	United States Dollars (USD)
Insurances		<p>a) For loss or damage of the Works, Plant and Materials: 100% of the value of the works</p> <p>(b) For loss or damage to equipment: Full replacement cost, deductible 2.5%</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with the Contract: USD 350,000</p> <p>(d) For personal injury or death:</p>

		(i) of the Contractor's employees: USD 350,000 (ii) of other people: USD 350,000
--	--	---