**STANDARD PROCUREMENT DOCUMENT**

**Request for Bids**

**Works**

**(Two-Envelope Bidding Process)**

PROCUREMENT

 OF

CONSTRUCTION OF HERAT - CHESHT-E SHARIF HIGHWAY FROM CH. (35+000-65+000)KM

ICB No. NPA/MOT/W-2431/ICB

**Project:** Rehabilitation of East-West Corridor REWCOR) from Herat to Chesht-e-Sharif Road Project

**Employer:**Ministry of Transport (MOT)

**Country:**Afghanistan

**Financing: Soft Loan of the Italian Ministry of Foreign Affairs and Development Cooperation**

**Issued on:** 7 March 2020

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**Revisions**

**October 2017**

This revision dated October, 2017 incorporates new provisions on beneficial ownership and Direct Payment. The environmental, social, health and safety (ESHS) aspects have also been enhanced to include additional provisions on sexual exploitation and abuse (SEA) and gender based violence (GBV).

**January 2017**

This revision dated January, 2017 incorporates changes to enhance environmental, social, health and safety performance. In addition, a template for notification of intention to award a contract has been added and a few editorial enhancements made.

**July 2016**

This revision dated July, 2016 incorporates a number of changes reflecting the Bank’s *Procurement Regulations for IPF Borrowers*, July, 2016.

**April 2015**

This revision dated April, 2015 expands paragraph (j) of Section IV Letter of Bid on eligibility of bidders.

**December 2012**

This revision dated December, 2012 incorporates a number of changes reflecting the experience of the Bank in using previous versions of this document (last updated version was dated November 2010), corrects inconsistencies within document clauses, and incorporates the changes as per the Guidelines for Procurement of Goods, Works and Non-Consulting Services, issued in January, 2011.

**November 2010**

This revision is, inter alia, to modify the Eligibility and Fraud and Corruption clauses to align their text with that of the May, 2010 corrigendum to the Procurement Guidelines, reflecting the changes related to Fraud and Corruption as per the Agreement for Mutual Enforcement of Debarment Decisions between the Multilateral Development Banks, to which the World Bank Group is a signatory. This bidding document is applicable to Procurement of Small Works funded under IBRD or IDA financed projects whose Legal Agreement makes reference to (a) the *Guidelines for Procurement under IBRD Loans and IDA Credits,* dated May 2004, revised October 2006, or (b) the *Guidelines for Procurement under IBRD Loans and IDA Credits,* dated May 2004, revised October 2006 and May 2010.

**Foreword**

This Standard Procurement Document (SPD) for Small Works has been prepared by the World Bank. The SPD derives from the Master Bidding Document for procurement of Small Works.

This SPD has been updated to reflect the World Bank’s *Procurement Regulations for IPF Borrowers, July, 2016* as amended from time to time. This SPD is applicable to the procurement of Small Works funded by IBRD or IDA financed projects whose Legal Agreement makes reference to the *Procurement Regulations for IPF Borrowers*.

The Government of the Islamic Republic of Afghanistan and the Government of the Italian Republic agreed, with the Intergovernment Soft Loan Agreement signed in Kabul on 19th April 2016 for the Construction of the Herat to Chisth-e Sharif road, to use the World Bank’s SDP document as the basis for the tender procedures under the Italian Soft Loan.

**Standard Procurement Document**

**Summary**

**Specific Procurement Notice**

**Specific Procurement Notice - Request for Bids (RFB)**

The template attached is the Specific Procurement Notice for Request for Bids method, two-envelope bidding process. This is the template to be used by the Borrower.

**Bidding Document: Request for Bids –Works (Two-Envelope Bidding Process)**

**PART 1 – BIDDING PROCEDURES**

**Section I - Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their Bids. It is based on two (2) envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

**Section II - Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

**Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

**The maximum available budget for this assignment is: US dollars 24,675,000. Proposals exceeding the total available budget will be rejected.**

**Section IV - Bidding Forms**

This Section includes the forms for the Bid submission, Bill of Quantities or Activity Schedules to be completed by the Bidder and submitted as part of its Bid.

**Section V - Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI - Fraud and Corruption**

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

**PART 2 – WORKS REQUIREMENTS**

**Section VII - Works’ Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works’ Requirements shall also include the environmental, social(including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

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

**Section VIII - General Conditions of Contract**

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

**Section IX - Particular Conditions of Contract**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

**Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Specific Procurement Notice**

**Template**

**Request for Bids**

**Works**

**(Two-Envelope Bidding Process)**

**Employer: Ministry of Transport (MOT)**

**Project:**Rehabilitation of (East-West Corridor REWCOR) from Herat to Chesht-e-Sharif Road Project

**Contract title:** Construction of Herat to Chesht-e-Sharif Highway from Ch. (35+000-65+000) Km

**Country:** Afghanistan

**RFB No:** NPA/MOT/W-2431/ICB

**Issued on:** 7 March 2020

**Financing: Soft Loan of the Italian Ministry of Foreign Affairs and Development Cooperation**

1. The Government of Islamic Republic of Afghanistan has received financing from the Government of the Italian Republic toward the cost of the Rehabilitation of East-West Corridor from Herat to Chesht-e-Sharif Road (REWCOR) Project, and intends to apply part of the proceeds toward payments under the contract for CONSTRUCTION OF HERAT TO CHESHT-E-SHARIF HIGHWAY FROM CH. (35+000-65+000)KM .

2. The National Procurement Authority (NPA) now invites sealed Bids from eligible Bidders on behalf of Ministry of Transport (MOT) for Procurement of Construction of Herat - Chesht-e -Sharif highway from ch. (35+000- 65+000)km, the construction period is 730 days.

3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers- Procurement in Investment Projects Financing” revised November 2017 Procurement Regulations edition as per legal agreement] (“Procurement Regulations”), and in the Inter government Soft Loan Agreement (ISLA) signed between Afghanistan and Italy on 19th April 2016; bidding is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible bidders may obtain further information from and inspect the bidding documents at the National Procurement Authority (NPA) at the address below from 08:00 hours to 16:00 hours. A complete set of bidding documents in English may be downloaded from NPA’s Website: [www.ageops.net](http://www.ageops.net) or obtained by interested bidders on the submission of a written application to the address below

5. The Bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below free of cost. The document may be collected personally or will be sent by email.

6. Bids must be delivered to the address below by **20 April, 2020** at 10:00am (Kabul Local Time). All bids must be accompanied by a bid security of **USD 493,500 (US Dollar Four Hundred Ninety Three Thousand Five Hundred)** or an equivalent amount in a freely convertible currency. Late bids will be rejected. Bids will be opened in the presence of bidders’ representatives and anyone who choose to attend at the address below on **20 April, 2020** at 10:00am (Kabul Local Time).

7. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.”]

8. The address (es) referred to above is (are):

**Attention:** Ahmad Noor Shinwari

**Address:** First floor, National Procurement Authority (NPA), Administrative office of the president, Pashtonistan Watt, Kabul, Afghanistan

**City:** Kabul

**Country:** Afghanistan

**Telephone:** +93 (0) 20-2926283

**Electronic mail address:** Pfd\_d\_04@npa.gov.af **(copy to** wais.rahimi@npa.gov.af**,**  & mustafa.ahmadabdullah@gmail.com, qadir651@gmail.com )

**Telephone:** In case of any difficulties in location the address and submission of bid, please contact
 **(+93) 791-045-505)**

The public opening of bid received will be held immediately after the deadline at the above address.

Standard Procurement Document

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# PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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**Section I** **- Instructions t****o Bidders**

|  |
| --- |
| General |
| 1. Scope of Bid
 | * 1. In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues this bidding document for the provision of Works as specified in Section VII, Works’ Requirements. The name, identification, and number of lots (contracts) of thisRFB are **specified in the BDS.**
 |
|  | * 1. 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 Borrower. It excludes the Borrower’s official public holidays; and (d) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety. |
| 1. Source of Funds
 | 1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document are issued.
 |
|  | 1. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
 |
| 1. Fraud and Corruption
 | 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
 |
| 1. Eligible Bidders
 | 1. A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution —subject to ITB 4.6—or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless **specified in the BDS**, there is no limit on the number of members in a JV.
 |
|  | 1. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
	* 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
		2. receives or has received any direct or indirect subsidy from another Bidder; or
		3. has the same legal representative as another Bidder; or
		4. 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
		5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
		6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
		7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS** 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
		8. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unlessthe conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
 |
|  | 1. 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.
 |
|  | 1. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
 |
|  | 1. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
 |
|  | 1. Bidders that are state-owned enterprises or institutions in the Employer’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
 |
|  | 1. A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.
 |
|  | 1. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
2. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
3. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;
	1. relates to fraud or corruption; and
	2. followed a judicial or administrative proceeding that afforded the firm adequate due process.
 |
| 1. Eligible Materials, Equipment and Services
 | * 1. The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
 |
| Contents of Bidding Document |
| 1. Sections of Bidding Document
 | * 1. The bidding document consist of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures*** Section I - Instructions to Bidders (ITB)
* Section II - Bid Data Sheet (BDS)
* Section III - Evaluation and Qualification Criteria
* Section IV - Bidding Forms
* Section V - Eligible Countries
* Section VI - Fraud and Corruption

**PART 2 Works’ Requirements*** Section VII – Works’ Requirements

**PART 3 Conditions of Contract and Contract Forms*** Section VIII - General Conditions of Contract
* Section IX - Particular Conditions of Contract
* Section X - Contract Forms
 |
|  | * 1. The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
 |
|  | * 1. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
 |
|  | * 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
 |
| 1. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
 | * 1. A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address **specified in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
 |
|  | * 1. The Bidder is advised to visit and examine the Site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.
 |
|  | * 1. 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.
 |
|   | * 1. If so **specified in the BDS**, the Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a Site of works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 |
|  | * 1. The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
 |
|  | * 1. Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. If so **specified in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page **identified** **in the BDS**. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
 |
| 1. Amendment of Bidding Document
 | * 1. At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.
 |
|  | * 1. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1.
 |
|  | * 1. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.
 |
| Preparation of Bids |
| 1. Cost of Bidding
 | 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
 |
| 1. Language of Bid
 | 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.
 |
| 1. Documents Comprising the Bid
 | * 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 (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”.
	2. The **Technical Part** shall contain the following:
1. **Letter of Bid – Technical Part,** prepared in accordance with ITB 12;
2. **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
3. **Alternative Bid - Technical Part**: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
4. **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
5. **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17.1 establishing the Bidder’s eligibility to Bid;
6. **Qualifications:** documentary evidence in accordance with ITB 17.2 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
7. **Conformity**: a technical proposal in accordance with ITB 16;
8. any other document **required in the BDS**.
	1. The **Financial Part** shall contain the following:
		1. **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
		2. **Bill of Quantities or Activity Schedule** completed in accordance with ITB 12 and ITB 14 as specified **in the BDS;**
		3. **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
		4. any other documentrequired **in the BDS.**
	2. The Technical Part shall not include any 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.
	3. In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
	4. The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
 |
| 1. Letters of Bid and Schedules
 | 1. The Letter of Bid – Technical Part, Letter of Bid – Financial Part and Priced Activity Schedules or Bill of Quantities shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
 |
| 1. Alternative Bids
 | 1. Unless otherwise **specified in the BDS**, alternative Bids shall not be considered.
 |
|  | 1. When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
 |
|  | 1. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer’s design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
 |
|  | 1. When **specified** **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII,Works’ Requirements. The method for their evaluation will be stipulated in Section III,Evaluation and Qualification Criteria.
 |
| 1. Bid Prices and Discounts
 | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Priced Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
 |
|  | * 1. The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
 |
|  | * 1. The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
	2. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
 |
|  | * 1. Unless otherwise **provided in the BDS,** and the Conditions of Contract, th**e** prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
	2. If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
 |
|  | * 1. 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[[1]](#footnote-2) and the total Bid price submitted by the Bidder.
 |
| 1. Currencies of Bid and Payment
 | * 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.**
 |
|  | * 1. Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable[[2]](#footnote-3), in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
 |
| 1. Documents Comprising the Technical Proposal
 | * 1. The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work’s requirements and the completion time.
 |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder
 | * 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
	2. In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
 |
|  | * 1. If a margin of preference applies as specified in accordance with ITB 38.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 38.1.
 |
| 1. Period of Validity of Bids
 | 1. Bids shall remain valid for the Bid Validity period **specified in the** **BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
 |
|  | 1. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
 |
|  | 1. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS;**  |
|  | (b) in the case of adjustable price contracts, no adjustment shall be made; or |
|  | (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above. |
| 1. Bid Security
 | * 1. The Bidder shall furnish as part of its Technical 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.
 |
|  | * 1. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
 |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1*,* the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder’s option:
1. an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
2. an irrevocable letter of credit;
3. a cashier’s or certified check; or
4. another security **specified in the BDS,**

 from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. |
|  | * 1. If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
 |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 50.
 |
|  | * 1. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
 |
|  | * 1. The Bid Security may be forfeited or the Bid-Securing Declaration executed:
1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part or any extension thereto provided by the Bidder; or
2. if the successful Bidder fails to:

sign the Contract in accordance with ITB 49; orfurnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 50. |
|  | * 1. The Bid Security or the Bid-Securing Declaration of a JVshall be in the name of the JVthat submits the Bid. If the JVhas not been constituted into a legally enforceable JV*,* at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.5.
 |
|  | * 1. If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:
1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letters of Bid; or
2. if the successful Bidder fails to: sign the Contract in accordance with ITB 49; or furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 50;

 the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as **stated in the BDS**. |
| 1. Format and Signing of Bid
 | * 1. The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.
	2. Bidders shall mark as “Confidential” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
 |
|  | * 1. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
 |
|  | * 1. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	2. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
 |
| Submission of Bids |
| 1. Sealing and Marking of Bids
 | * 1. The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.
 |
|  | * 1. In addition, the Bidder shall submit copies of the Bid in the number **specified in the BDS**. 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. If alternative Bids are permitted in accordance with ITB 13, 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”
	2. The envelopes marked “Original Bid” and “Bid Copies” (and, if appropriate, a third envelope marked “Alternative Bid”) shall be enclosed in a separate sealed outer envelope for submission to the Employer.
 |
|  | * 1. All inner and outer envelopes, shall:
 |
|  | * + 1. bear the name and address of the Bidder;
		2. be addressed to the Employer in accordance with ITB 22.1;
		3. bear the specific identification of this Bidding process indicated in ITB 1.1; and
		4. bear a warning not to open before the time and date for Bid opening.
 |
|  | * 1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
 |
| 1. Deadline for Submission of Bids
 | * 1. Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.
 |
|  | * 1. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
 |
| 1. Late Bids
 | * 1. The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
 |
| 1. Withdrawal, Substitution, and Modification of Bids
 | 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. |
|  | 1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
 |
|  | 1. 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.
 |
| Public Opening of Technical Parts of Bids |
| 1. Public Opening of Technical Parts of Bids
 | * 1. Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.
 |
|  | * 1. First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
	2. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
 |
|  | * 1. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
 |
|  | * 1. Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Second Envelope: Financial Part” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “Technical Part” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
	2. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “Second Envelope: Financial Part” are to be initialed by representatives of the Employer attending Bid opening in the manner **specified in the BDS**.
 |
|  | * 1. At 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 23.1).
 |
|  | * 1. The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
		1. the name of the Bidder and whether there is a withdrawal, substitution, or modification;
		2. the receipt of envelopes marked “Second Envelope: Financial Part”;
		3. the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
		4. if applicable, any Alternative Bid – Technical Part.
	2. 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.
 |
| Evaluation of Bids – General Provisions |
| 1. Confidentiality
 | * 1. Information relating to the evaluation of Bids and recomm-endation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 44.
 |
|  | * 1. 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.
 |
|  | * 1. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
 |
| 1. Clarification of Bids
 | 1. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
 |
|  | 1. 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.
 |
| 1. Deviations, Reservations, and Omissions
 | * 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. |
| 1. Nonmaterial Nonconformities
 | 1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
2. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 |
|  | 1. Provided that a Bid is substantially responsive pursuant to ITB 31, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price. To this effect, the Bid price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**.
 |
| Evaluation of Technical Parts of Bids |
| 1. Evaluation of Technical Parts
 | 1. In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
 |
| 1. Determination of Responsiveness
 | * 1. The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
	2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |
|  | * 1. The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works’ Requirements have been met without any material deviation, reservation or omission.
 |
|  | * 1. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
 |
| 1. Qualification of the Bidder
 | 1. The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
 |
|  | 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
 |
|  | 1. If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
 |
|  | 1. Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening.
 |
| 1. Subcontractors
 | * 1. Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
	2. The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works unless their specialised parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors refered to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
	3. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS.** Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
 |
| Public Opening of Financial Parts of Bids |
| 1. Public Opening of Financial Parts
 | * 1. Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
 |
|  | * + 1. the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
		2. their envelopes marked “Second Envelope: Financial Part” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
		3. notify them of the date, time and location of the public opening of the envelopes marked “Second Envelope: Financial Part”.
 |
|  | * 1. The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
		1. their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
		2. their envelope marked “Second Envelope: Financial Part” will be opened at the public opening of the Financial Parts; and
		3. notify them of the date, time and location of the second public opening of the envelopes marked “Second Envelope: Financial Part” **as specified in the BDS.**
 |
|  | * 1. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
 |
|  | * 1. At this public opening the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive will have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. Each of these envelopes marked “Second Envelope: Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.
	2. Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner **specified in the BDS**.
 |
|  | * 1. The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “Second Envelope: Financial Part”.
 |
|  | * 1. The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
1. the name of the Bidder whose Financial Part was opened;
2. the Bid price, per lot (contract) if applicable, including any discounts; and
3. if applicable, any Alternative Bid – Financial Part.
 |
|  | * 1. The Bidders whose envelopes marked “Second Envelope: 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 effect of the record. A copy of the record shall be distributed to all Bidders.
 |
| Evaluation of Financial Parts of Bids |
| 1. Evaluation of Financial Parts
 | * 1. To evaluate the Financial Part, the Employer shall consider the following:
 |
|  | * + 1. the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities[[3]](#footnote-4) for admeasurement contracts, but including Daywork[[4]](#footnote-5) items, where priced competitively;
 |
|  | * + 1. price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
 |
|  | * + 1. price adjustment due to discounts offered in accordance with ITB 14.4;
 |
|  | * + 1. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37;
		2. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
 |
|  | * + 1. the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
 |
|  | * 1. 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.
 |
|  | * 1. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria
 |
| 1. Correction of Arithmetical Errors
 | * 1. In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:
 |
|  | * + 1. only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
		2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
		3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 |
|  | * 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid.
 |
| 1. Conversion to Single Currency
 | * 1. For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as **specified in the BDS.**
 |
| 1. Margin of Preference
 | * 1. Unless otherwise **specified in the BDS,** a margin of preference for domestic Bdders[[5]](#footnote-6) shall not apply.
 |
| 1. Comparison of Financial Parts
 | * 1. The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
 |
| 1. Abnormally Low Bids
 | * 1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
 |
|  | * 1. 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 correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
	2. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid.
 |
| 1. Unbalanced or Front Loaded Bids
 | 1. If the Bid for an admeasurement contract, which results in the lowest evaluated cost, in the Employer’s opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
	* 1. accept the Bid; or
		2. require that the amount of the performance security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract price; or
		3. reject the Bid.
 |
| 1. Most Advantageous Bid
 | * 1. Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
	2. substantially responsive to the bidding document; and
	3. the lowest evaluated cost.
 |
| 1. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids
 | * 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.
 |
| 1. Standstill Period
 | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 48. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
 |
| 1. Notification of Intention to Award
 | * 1. 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:
1. the name and address of the Bidder submitting the successful Bid;
2. the Contract price of the successful Bid;
3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
5. the expiry date of the Standstill Period; and
6. instructions on how to request a debriefing and/or submit a complaint during the standstill period.
 |
| Award of Contract |
| 1. Award Criteria
 | * 1. Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 42.
 |
| 1. Notification of Award
 | * 1. Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 44.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter, and in the Conditions of Contract and Contract Forms, called “the Contract Price”).
	2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance,the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
1. name and address of the Employer;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
6. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 49.1
	1. The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.
	2. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
 |
| 1. Debriefing by the Employer
 | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 45.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
 |
|  | * 1. 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
 |
|  | * 1. 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.
 |
|  | * 1. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
 |
| 1. Signing of Contract
 | * 1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
 |
|  | * 1. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
 |
| 1. Performance Security
 | * 1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
 |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
 |
| 1. Adjudicator
 | * 1. The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.
 |
| 1. Procurement Related Complaint
 | * 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** | The reference number of the Request for Bids (RFB) is: **NPA/MOT/W-2431/ICB** The Employer is***:* Ministry of Transport (MOT)** The name of the RFB is: **Procurement of Construction of Herat - Chest-e Sharif highway from ch. (35+000-65+000)km**The number and identification of lots (contracts)comprising this RFB is: ***One*** This Bid falls under the Inter government Soft Loan Agreement (ISLA) signed on 19th April 2016 between the Islamic Republic of Afghanistan and the Italian Republic and the Financial Agreement signed by the Ministry of Finance of Afghanistan and the Italian Agent Bank (Cassa Depositi e Prestiti).Specifically, the procurement procedure and the contract management will follow the ISLA’s Annex 2 (Ethical clauses and General principles for procurement and execution of contracts) and the World Bank’s procedures. In case of contrasts between the two sets of documents, the ISLA and its Annex 2 will prevail. A copy of Annex 2 is attached, after the BDS |
| **ITB 1.2 (a)** | The number and identification of lots (contracts) comprising this RFB is: *Not Applicable*  |
| **ITB 2.1** | The Borrower is: **Islamic Republic of Afghanistan**Financing comes from the Intergovernment Soft Loan Agreement (hereinafter called “ISLA”) between Afghanistan and Italy **(hereinafter called the “Donor”)**, signed on 16th April 2016, in the amount of **[EUR 92,271,824 Million for all Lots of Herat Chesht Project].** **The maximum available amount for this project is US$ 23,278,965.81 excluding contingency amount US$ 1,396,737.** Funds are managed by the Italian Agent Bank **(Cassa Depositi e Prestiti hereinafter called the “Bank”).** In case of discrepancies between the provisions set by the ISLA and by the World Bank’s SPD, the former will prevail.The name of the Project is:**Rehabilitation of East-West Corridor REWCOR) from Herat to Chesht-e-Sharif Road Project** |
| ITB 2.2 |

|  |
| --- |
| The Bank will transfer to the Ministry of Finance of Afghanistanfundsin four anticipated tranches at the request of theBorrower and upon approval by the Donor and the Bank**,** subject, in all respects, to the terms and conditions of the ISLA and its Annexes. The disbursement of tranches following the first one will be subject to a certification issued by an independent Audit firm.Payments to the Contractor will be made by the Borrower, subject, in all respects, to the terms and conditions of the ISLA. Withdrawals from the loan are prohibited under the clauses of the ISLA, with specific reference to its Annex 2 (Ethical Clauses and General Principles for Procurement and Execution of Contracts) and/or by a decision of the UN security Council. |
| The Donor requires compliance with the ISLA’s Annex 2 (Ethical Clauses and General Principles for Procurement and Execution of Contracts) and the World Bank’s Anti-Curruption Guidelines….In case of contradictions, Annex 2 will prevail |
| Bank should be read as Donor. |

 |
| ITB 4.1  | Maximum number of members in the JV shall be: ***2*** |
| ITB 4.5 | A list of debarred firms and individuals is available on the NPA external website: [www.ageops.net](http://www.ageops.net) and on the Italian Ministry of Foreign Affairs’ website [*http://www.esteri.it/mae/en/*](http://www.esteri.it/mae/en/)AndThe Economic operators falling in one or more of the conditions under Clause 1.6 of Annex II of ISLA are excluded from participation in public procurement, and cannot be awarded a contract. |
| **B. Contents of Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Employer’s address is:Attention: Ahmad Noor ShinwariAddress: National Procurement Authority (NPA), Administrative Office of the President, 2nd Floor (Tendering Facilitation Dept.), Directorate of Projects Analysis and Programs Development (PAPD).Kabul, AfghanistanTelephone: +93 (0) 20 214 75 54E-mail: PFD\_D\_04@npa.gov.af Cc to: hikmatullah.asad@npa.gov.af, wais.rahimi@npa.gov.af, mustafa.ahmadabdullah@gmail.com, qadir651@gmail.comRequests for clarification should be received by the Employer no later than: 10 days before bid submission deadline |
| **ITB 7.1**  | Requests for clarification should be received by the Employer no later than: **4 April 2020** |
| **ITB 7.4** | A Pre-Bid meeting will take place. Date:  **5 April 2020****Time: 10 :00 AM Kabul, Afghanistan, Local Time**Place: PMO Conference Hall Ministry of Transport (MOT), First Block, First Macrorayan, District 16, Kabul Afghanistan A site visit conducted by the Employer ***“shall be”*** organized. The site visit will be organized on: **1 April 2020.** The bidders interested to conduct the site visit shall provide the details of their representatives to the address provided above no later than 3 business days prior to the site visit schedule.  |
| **ITB 7.6** | Web page: [**www.ageops.net**](http://www.npa.gov.af) |
| **C. Preparation of Bids** |
| ITB 10.1 | The language of the Bid is: **English.**All correspondence exchange shall be in English language.Language for translation of supporting documents and printed literature is English Language. |
| ITB 11.2 (h) | The Bidder shall submit the following additional documents in its Bid: **Company establishment article/Certificate of Incorporation, signed power of attorney in original , security plan, , quality plan and supporting document pertaining post-qualification information****Code of Conduct (ESHS)** The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and* maintaining *a safe environment etc.]*In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.The Contractor shall be required to implement the agreed Code of Conduct.**Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks**The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.* Traffic Management Plan to ensure safety of local communities from construction traffic];
* Water Resource Protection Plan to prevent contamination of drinking water];
* Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];
* Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];
* Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].

The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here. |
| **ITB 11.3 (b)** | The following schedules shall be submitted with the Bid: **Priced Bill of Quantities, Activity Schedule demonstrating a logical framework for implementation of the contract and a responsive security management plan.** |
| **ITB 11.3 (d)** | The Bidder shall submit the following additional documents in its Bid:  ***None*** |
| **ITB 13.1** | Alternative Bids ***Shall not be*** considered.  |
| ITB 13.2 | Alternative times for completion ***Shall not be*** permitted. |
| ITB 13.4 | Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable. |
| **ITB 14.5** | The prices quoted by the Bidder ***Shall not be*** subject to adjustment during the performance of the Contract.  |
| **ITB 15.1** | The price shall be quoted by the Bidder in: ***EURO***A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “foreign currency requirements”) and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the Bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV, Bidding Forms.Any losses due to the exchange rate will not be covered by the Italian loan fundsUnder Clause 6.4 of the ISLA, all non-income taxes and duties – i.e. Custom or import duties, VAT etc. – generated by the Project shall not be supported by soft loan funds.  |
| **ITB 18.1** | The Bid validity period shall be ***180*** days. |
| **ITB 18.3 (a)** | The Bid price shall be adjusted by the following factor(s): Not Applicable |
| **ITB 19.1** | A Bid Security***Shall be*** required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be: **US$ 493,500**.**Bid Security shall be valid for 28 days beyond the validity of the Bid i.e. up to 208 days from the deadline date for bid submission.** |
| **ITB 19.3 (d)** | Other types of acceptable securities: ***Not Applicable.*** |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of:The written confirmation of authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution or its equivalent, or power of attorney specifying the representative’s authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.5.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **D. Submission of Bids** |
| **ITB 21.2** | In addition to the original of the Bid, the number of copies is **One original and Two hard copies and one soft copy****In the event of any discrepancy between the original and the copies, the original shall prevail.** |
| **ITB 22.1**  | For **Bid submission purposes** only, the Employer’s address is: Attention: Safiullah AlokozaiProcurement Liaison Specialist| Evaluation Facilitation Secretariat|Deputy Operation & Resources|Address: National Procurement Authority (NPA) Administrative Office of the President (AOP), Pashtunestan Wat, Kabul, Afghanistan | Kabul Afghanistan.Office PH NO: +93 (0) 20-214-7488| + (93) 791 045 505Electronic mail address: safiullah.alokozai@npa.gov.af Copied to: Email: Mirwais.rahimi@npa.gov.af & hikmatullah.asad@npa.gov.af **The deadline for bid submission is:**Date: **20 April 2020**Time: **10:00 hours** **(Kabul local time)**In the event that the Bid submission deadline is declared a holiday, then the Bids will be submitted till the same time and location on the next working day |
| **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The Bid opening shall take place at: **Address: National Procurement Authority, Procurement Facilitation Directorate, First Floor, Conference Room, Pashtonistan Wat, Kabul Afghanistan** **Date*:* 20 April 2020 Time: 10:00 Hrs.** Afghanistan Local Time. In the event that the Bid Opening date is declared a holiday, then the Bids will be opened on the same time and location on the next working day. |
| **ITB 25.1** | The electronic Bid opening procedures shall be: ***Not Applicable.*** |
| **ITB 25.6** | The Letter of Bid – Technical Part and the sealed envelope marked “Second Envelope: Financial Part” shallbe initialed by Three (***3)*** representatives of the Employer conducting Bid opening*.* |
| **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The adjustment shall be based on the ***“*average*”*** price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.  |
| **G. Evaluation of Bids - Technical Parts**  |
| **ITB 33.1** | At this time the Employer **does not intend** to execute certain specific parts of the Works by subcontractors selected in advance. |
| **ITB 33.2** | The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows:Not applicable |
| **ITB 33.3** | Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: *30% of the total contract amount* Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.  |
| **H. Public Opening of Financial Parts**  |
| **ITB 34.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the location, date and time of the public opening of Financial Parts.Any interested party who wishes to attend this public opening may contact the address provided in ITB 22.1 and request to be notified of the location, date and time of the public opening of Financial Parts. The request should be made before the deadline for submission of Bids, stated above. |
| **ITB 34.5**  | The Letter of Bid – Financial Part and Schedules shallbe initialed by (3) Three representatives of the Employer conducting Bid opening*.*  |
| **I. Evaluation of Bids - Financial Parts**  |
| **ITB 37.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is:***[insert the name of the currency]: EURO***The source of exchange rate shall be: ***Da Afghanistan Bank.***The date for the exchange rate shall be*:* ***The day of Bid submission deadline.*** |
| **ITB 38.1**  | A margin of domestic preference **Shall not**apply.  |
| **J. Award of Contract** |
| **ITB 49.1** | The successful Bidder [*shall]* submit the Beneficial Ownership Disclosure Form. |
| **ITB 50.1 & 50.2** |  **Not Required** |

**Inter-government Soft Loan Agreement between the Government of the Islamic Republic of Afghanistan and the Government of the Italian Republic**

**ANNEX 2 to the ISLA**

**ETHICAL CLAUSES AND GENERAL PRINCIPLES FOR PROCUREMENT AND EXECUTION OF CONTRACTS**

The present Annex contains the ethical clauses and fundamental principles on procurement, drafting and execution of works, supplies and service procurement contracts foreseen in the Intergovernmental Agreement. All matters not expressly mentioned in the present Annex shall be regulated by the applicable law established by the Agreement.

**1. CONTRACTOR’S REQUIREMENTS**

1.1 Unless differentlystated in the Agreement**,** procurement procedures are open to EU economic operators, operators falling in the conditions set out by art. 25 of the EU/2014/24 Directive and operators fulfilling requirements and qualifications for contracts according to their National law.

1.2 The Contracting Authority may request all tenderers to fulfil one or more requirements to take part in public procurement, provided that such requirements are relevant and proportionate to perform the contract to an appropriate quality standard.

1.2.1 *Economic and financial capacity.* The Contracting Authority may impose conditions for participation to guarantee that economic operators possess economic and financial capacity to perform the contract. To that end, the Contracting Authority may request in particular that economic operators have a minimum yearly turnover. The Contracting Authority may not request a minimum yearly turnover exceeding the double of the estimated contract amount, except in cases duly justified by the special risks related to the nature of the works, services or supplies. Where a contract is divided into lots, this Article shall apply in relation to each individual lot. However, the contracting authority may set the minimum yearly turnover that economic operators are required to have by reference to groups of lots in the event that the successful tenderer is awarded several lots to be executed at the same time.

1.2.2. *Professional and technical capacity*: Contracting authorities may impose requirements ensuring that economic operators possess the necessary human and technical resources and experience to perform the contract to an appropriate quality standard. Contracting authorities may require, in particular, that economic operators have a sufficient level of experience demonstrated by suitable references from contracts performed in the past. In procurement procedures for supplies requiring siting or installation work, services or works, the professional ability of economic operators to provide the service or to execute the installation or the work may be evaluated with regard to their skills, efficiency, experience and reliability

1.2.3 *Qualifications for professional activities:* With regard to suitability to pursue the professional activity, contracting authorities may require economic operators to be enrolled in one of the professional or trade registers kept in their State of establishment.,

1.2.4 Tender documents shall indicate the required conditions of participation which may be expressed as minimum levels of ability, together with the appropriate means of proof.

1.4 Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.

1.5 In the case of works contracts, service contracts and siting or installation operations in the context of a supply contract, contracting authorities may require that certain critical tasks be performed directly by the tenderer itself or, where the tender is submitted by a group of economic operators , by a participant in that group .

1.6 Economic operators falling in one or more of the following conditions are excluded from participation in public procurement, and cannot be awarded a contract:

1.6.1 they have been the subject of a conviction by final judgment for one of the following reasons, as defined by art. 57 of the EU/2014/24 directive: participation in a criminal organization, corruption, fraud, terrorist offences or offences linked to terrorist activities, money laundering or terrorist financing, child labor and other forms of trafficking in human beings;

1.6.2 they have been the subject of a conviction by final judgment for any other crime having as a consequence the incapability of contracting with public Authorities, either in the country where they are established or in one of the country Parties of the Agreement;

1.6.3 they are in serious breach of their obligations relating to the payment of taxes or social security contributions because they have been the subject of a conviction by final judgment or a binding final administrative decision in the State of the Donor or of the contracting authority of in the country where they are established;

1.6.4 they are in serious breach, demonstrated by any appropriate means of their legal obligations on health and social security, environment, welfare and labor, in in the State of the Donor or of the contracting authority of in the country where they are established;

1.6.5 either they are subject of a proceeding to declare, or they are in one of the following conditions : bankrupt, or being wound up, insolvent, or are having their affairs administered by the liquidator or by the courts, or have entered in an arrangement with creditors, with or without suspending their business activities, or are in an analogous situation;

1.6.6 the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;

1.6.7 they, or the members of the group to which they belong, their partners in joint ventures or groups or their subcontractors, are in conflict of interest linked to their prior involvement in the procurement procedure, having provided consultancy to the contracting authority or having been involved in the preliminary phases of the procurement procedure;

1.6.8 they have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, they have withheld such information to one of the Parties of the Agreement or they are recorded in the register kept by the Observatory of the Italian Anticorruption Authority for submission of false documents or false information in order to obtain qualification for their professional activity;

1.6.9 They have been convicted by a judgement for terrorism, or participation to a criminal organization, having as a consequence loss, suspension or ban from participating in public procurement procedures;

1.6.10 They have been banned from being awarded a public procurement contract by a binding final administrative decision (as a consequence of a final judgement on a crime), in the State of the Donor or of the contracting authority of in the country where they are established;

1.6.11 They are in breach of their obligations related to prohibition of fictitious transfer of ownership to trustees on a fiduciary basis, regarding control of fictitious transfer of ownership to third parties either in the State of the Donor or of the contracting authority or in the country where they are established;

1.6.12 They are not compliant with their obligations concerning working rights of people with disabilities in the State of the contracting authority;

1.6.13 They are in control of any other tenderer participating to the same procurement procedure, or they exert a decisive influence on the other tenderer implying that their tenders are attributable to one and only decision-making management structure;

1.6.14 They have hired, as employees or consultants, former employees of the contracting authority whose contract is expired form less than three years, in case those former employees, within the last three years, had decision-making powers on behalf of the contracting authority in awarding contracts to themselves.

1.7 An economic operator shall also be excluded when a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein falls under of the conditions set out in par. 1.6.

**2. CHOICE OF CONTRACTORS**

2.1 Award and execution of works, supply and service contacts and concessions guarantee performance quality and respect of cost effectiveness, efficacy, promptness, and fairness. In contracts and concession awards, contracting authorities abide also to the principles of free competition, non-discrimination, transparency, proportionality and publicity. Whenever allowed by the applicable law, upon criteria expressly mentioned in the tender documents, inspired by social needs, protection of health, environment, cultural heritage and sustainable development, also in energy. Contracting authorities shall treat economic operators equally and without discrimination and shall act in a transparent and proportionate manner.

2.2 The design of the procurement shall not be made with the intention of artificially narrowing competition with the intention of unduly favouring or disadvantaging certain economic operators or certain works, suppliers or services.

2.3 Criteria for choosing participants to public procurement procedures shall not discriminate micro, small and medium enterprises.

2.4. Bidding documents shall specify the financial resources available for the contract to be awarded, and the maximum amount of the auction. Any offer above that amount shall be automatically excluded.

2.5 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders. Whenever objective market conditions reasons render highly unlikely submission of three valid offers, tender documents may allow award in presence of one or two valid eligible offers.

2.6 Each bidder may submit only one offer. When submitting their tender, bidders declare not to have any conflict of interest and not to have any specific connection to other tenderers or to other parties involved in the procurement procedure.

2.7 Tender documents only may authorise or require tenderers to submit variants. Variants shall not be authorised without such indication. Variants shall be linked to the subject-matter of the contract.

2.8 Whenever the Agreement requires a no-objection on procurement procedures by AICS, contracting authorities requests a bid guarantee amounting to 2% of the maximum amount of the auction. Guarantees may be issued by a bank or a primary insurance company, shall be effective upon complying demand of the contracting authority simply stating that the contractor is in breach of his obligations and must contain an express waiver to the right to enforce the prior payment of the original debtor. The guarantee shall be requested if the contract is not stipulated due to the fault of the contractor.

**3. CONTRACT EXECUTION**

3.1 Contracts awarded after a no-objection by AICS shall be guaranteed by a performance bond, normally equal to 10% of the contract price. Guarantees may be issued by a bank or a primary insurance company, shall be effective at first demand of the contracting authority and must contain an express waiver to the right to enforce the prior payment of the original debtor. Guarantees shall also be payable upon fraud or grave misconduct of the contractor. Performance bonds are progressively reduced during contract execution, and anyway up to maximum 80% of the amount of the guarantee. The remaining 20% shall be released upon verification of regular execution of the contract.

3.2 Contracts can be modified during their term with the prior approval of AICS, pursuant to art. 72 of the EU/2014/24 directive. Anyway, any increase in price shall not exceed the total amount budgeted in the Agreement. The approval of modifications can be denied if they make impossible or highly unlikely completion of other activities of the initiative regulated by the Agreement. Contractors shall not be entitled to any payment or reimbursement whatsoever for expenses deriving from activities carried out without AICS’ prior approval. Upon AICS’ or the contracting authority’s request, contractors may be asked to restore, at their own expense, the original state before the unauthorized modification.

3.3 The contracting authority may, if during the contract term it becomes necessary increase or reduce the total contract amount up to 20%, ask fulfillment at the same conditions of the original contract. Contractors shall not be allowed to terminate the contract.

3.4 Contacts may not be assigned to third parties. In case of assignment, the contract shall be automatically terminated. Assignment can be allowed, upon AICS’ prior approval, only if a new contractor replaces the previous as a consequence of universal or partial succession into the position of the initial contractor, due to death, corporate restructuring, including takeover, merger, acquisition or insolvency, of another economic operator that fulfils the criteria for qualitative selection initially established provided that this does not entail other substantial modifications to the contract and is not aimed at circumventing application of the present Annex;

3.5 Contracts’ duration can only be extended during their term of execution, if an option to extend duration is expressly included in the original contract and in tender documents. In that case, contractors are bound to perform at the same prices and conditions of the original, or the most advantageous for the contracting authority.

3.6 Without prejudice to fulfilment of obligations regarding traceability of financial flows, as per the following paragraph 3.10, handover of credits deriving from a procurement, design contest or concession contract are considered effective by the Italian Government only upon AICS prior approval.. In any case, the contracting authority reserves the right to object to the assignee all exceptions applicable to the original contractor pursuant to the works, supply, service, or design contract signed by the latter.

3.7 Contractors who have been awarded a design contract are responsible for damages caused to the contracting authorities for errors or omissions in their design. In case of design or works procurement contracts, contractors are responsible for delays and additional expenses caused by deficiencies in the original design.

3.8 Subcontracting is allowed only up to 30% of the contract amount. Tender documents shall indicate conditions for subcontracting. Tenderers shall declare, in their bids, which supplies, services or works they intend to subcontract. Successful tenderers submit all subcontracts to the contracting authorities before the performance of the subcontract commences. Main contractors are fully responsible to the contracting authority for the entire contract. Subcontractors have to fulfill all requirements as per par. 1.2 in relation to the subcontract and must not fall under any grounds for exclusion under paragraphs 1.6 and 1.7 above. Tenderers or main contractors shall replace all subcontractors incurring in any ground for exclusion.

3.9 Contract prices are expressed and paid in Euro, or in the currency otherwise expressly mentioned in the Agreement. Exchange risks and variations shall not be subject to any compensation whatsoever.

3.10 Payments shall be traceable, according to deadlines foreseen in the contract and taking into account the actual progress in performance. The Italian Government makes payments to the other Party, as foreseen in the Agreement, exclusively on a dedicated bank account. In all contracts a specific clause obliges the contracting authorities, main and subcontractors to use the dedicated account for all payments.

3.11 Contracts are automatically terminated if contractors are subject of proceedings for bankruptcy, for winding up, for having their affairs administered by the court, or are in an arrangement with creditors, or for any similar procedure provided for in their National law.

3.12 In case of willful misconduct or serious fault, contractors’ liability may not be limited.

3.13 Contract execution shall be governed by the law of the contracting authority, unless differently foreseen in the Agreement or in this Annex.

3.14 Disputes arising between the contractors and the contracting authority shall not be subject to the jurisdiction of the Italian courts.

**4. ELIGIBLE AND INELIGIBLE COSTS**

4.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

4.2 In any case, the following items shall not be considered eligible:

4.2.1 voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);

4.2.2 goods, services and civil works directly or indirectly connected to military activities;

4.2.3 non-income / non-profit taxes (including VAT) and import duties eventually due in the country of the contracting authority;

4.2.4 provisions for outstanding debts and future losses of the beneficiary or the final users;

4.2.5 interests owed by the contracting authority or the final users to any third party.

**5. ETHICAL CLAUSES**

5.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

5.2 Contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project.

5.3 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority’s prior approval. They may not commit the contracting authority in any way without its prior written consent.

5.4 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on labour unions and the protection of labour unions’ rights, and on freedom of association and collective bargaining; elimination of forced and compulsory labour, as integrated by the 2014 Protocol; elimination of discrimination in respect of employment and occupation; convention on the protection of maternity, the convention on safety and health in agriculture, and the abolition of child labour).

5.5 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

5.6 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

5.7 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, or in case a conflict of interest arises, they inform the contracting authority with no delay. The contracting authority may terminate the contract without further notice and without the supplier having any claim to compensation.

5.8 Either MAECI- DGCS or AICS reserve the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

5.9 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

5.10 Contractors undertakes to supply the AICS on request with supporting evidence regarding the conditions in which the contract is being executed. The Italian competent authorities may carry out whatever documentary or on-the-spot checks they deem necessary to find evidence in cases of suspected unusual commercial expenses or suspect corruptive practices.

5.11 Contractors found to have paid unusual commercial expenses on Projects funded by the AICS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Italian government’s funds.

5.12 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other Italian-funded contracts, and in penalties foreseen in the contract. The individual or company in question must be informed of the fact in writing.

5.13 It is the obligation of the contracting authority to make sure that procurement procedures are concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders when qualification in the evaluation of the Technical Part is applied No other factors, methods or criteria shall be used other than those specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 37.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

**Table of Criteria**

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**Section III - Evaluation and Qualification Criteria**

1. Technical Part

1.1 Adequacy of Technical Proposal

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

1.3 Alternative Techncial Solutions for specified parts of Works (Not applicable)

The acceptability of technical alternatives for parts of the Works, if permitted under ITB 13.4, will be determined as follows:

……………………………………………………………………………………………………………………………………………………………………………………………………

1.4 Specialized Subcontractors (Not applicable)

If permitted under ITB 33, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

……………………………………………………………………………………………………………………………………………………………………………………………………

2.1 Qualification Criteria

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

| **Eligibility and Qualification Criteria** | **Compliance Requirements** | **Documentation** |
| --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | **Submission Requirements** |
| **All members Combined** | **Each member** | **At least one member** |
| 1. Eligibility |
| 1.1 | Nationality | Nationality in accordance with ITB 4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.3 | Bank Eligibility | Not having been declared ineligible by the Bank, as described in ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.4  | State-owned enterprise or institution of the Borrower country | Meets conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.5 | United Nations resolution or Borrower’s country law | Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1. Historical Contract Non-Performance
 |
| 2.1 | History of Non-Performing Contracts | Non-performance of a contract[[6]](#footnote-7) did not occur as a result of contractor default since 1st January 2014. | Must meet requirement1 and 2  | Must meet requirements | Must meet requirement[[7]](#footnote-8)  | N/A | Form CON-2 |
| 2.2 | Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period | Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9. | Must meet requirement  | Must meet requirement | Must meet requirement  | N/A | Letter of Bid |
| 2.3 | Pending Litigation | Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement  | N/A | Must meet requirement  | N/A | Form CON – 2 |
| 2.4 | Litigation History | No consistent history of court/arbitral award decisions against the Bidder[[8]](#footnote-9) since 1st January 2014. | Must meet requirement  | Must meet requirement | Must meet requirement  | N/A | Form CON – 2  |
| 2.5 | **Declaration: Environmental, Social, Health, and Safety (ESHS) past performance** | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years[[9]](#footnote-10).  | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Form CON-3 ESHS Performance Declaration |
| 3. Financial Situation and Performance |
|  |  |  |  |  |  |  |  |
| 3.1 | Financial Capabilities | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **US $ 5,700,000 (USD Five Million Seven Hundred Thousand)** for the subject contract(s) net of the Bidder’s other commitments | Must meet requirement | All partners as combined must meet 100% of the requirement.  | Minimum Must meet **(25 %) Twenty Five percent** of the requirement | Minimum Must meet **(45%) Forty Five percent of the** requirement | Form FIN – 3.1, with attachments |
|  |  | (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. | Must meet requirement | Must meet requirement | N/A | N/A |  |
|  |  | (iii) The audited balance sheets or, if not required by the laws of the Bidder’s Country, other financial statements acceptable to the Employer, for the last ***five (5)*** years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability. | Must meet requirement | N/A | Must meet requirement | N/A |  |
| 3.2 | Average Annual Construction Turnover | Minimum average annual construction turnover of **US $25,000,000 Million (USD Twenty Five Million),** calculated as total certified payments received for contracts in progress and/or completed within the ***Five (5)***years, divided by ***Five (5)***years | Must meet requirement | All partners as combined must meet 100% of the requirement.  | Minimum Must meet (25 %) Twenty Five percent of the requirement  | Minimum Must meet (45%) Forty Five percent of the requirement | Form FIN – 3.2 |
| 4. Experience |
| 4.1 (a) | General Construction Experience | Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last ***Ten (10)*** *years*. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| 4.2 (a) | Specific Construction & Contract Management Experience | (i) Bidder should providesimilar contracts specified below that have been satisfactorily and substantially[[10]](#footnote-11) completed as a prime contractor, joint venture member[[11]](#footnote-12), management contractor or sub-contractor **During the last 5 years.**  (i) **One** contract, with minimum value of **US$ 16.5 million ( USD Sixteen Million and Five Hundred Thousand)** ;OR(ii) **Two** similar contracts with combined value of **US$ 23.5 M ( USD Twenty Three Million Five Hundred Thousand).** | Must meet requirements  | Must meet requirement[[12]](#footnote-13) | N/A | N/A | Form EXP 4.2(a) |
|  |  |
| 4.2 (b) |  | For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor During the last Ten (10) years, a minimum construction experience in the following key activities successfully completed[[13]](#footnote-14): * + - 1. Roadway Excavation- 130,000 Cum
			2. Roadway Embankment- 500,000 Cum
			3. Hot Mix Asphalt Concrete for intermediate binder course (100mm thick)- 200,000 Square meter
 | Must meet requirements  | Must meet requirements  | N/A | Must meet the following requirements for key activities listed below *1.Roadway Excavation- 130,000 Cum**2.Roadway Embankment- 500,000 Cum* *3. Hot Mix Asphalt Concrete for intermediate binder course (60mm thick)- 200000 Square meter* | Form EXP – 4.2 (b) |

***Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2(a) and 4.2(b)]***

5. Key Personnel

[***Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract****.]*

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

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

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

**Key Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Position/specialization** | **Relevant academic qualifications and Minimum years of relevant work experience** | **Number**  |
| 1 | Project Manager | BSc in civil engineering with minimum of 15 years’ work experience in management of road construction projects (Master degree isPreferable). | 1 |
| 2 | QA/QC Manager | BSc in civil engineering with minimum of 10 years work experience in QA/ QC of road construction projects (Master degree is preferable). | 1 |
| 3 | Material Engineer | BSc in material or civil engineering with minimum of 10 years work experience in material engineering of road project (Master degree is preferable). | 1 |
| 4 | Chief Construction Engineer(Road) | BSc in civil engineering with minimum of 10 years work experience in construction of road projects (Master degree is preferable). | 1 |
| 5 | Chief Construction Engineer(Drainage/Retaining Structure) | BSc in civil engineering with minimum of 10 years work experience in construction of drainage/ retaining structures (Master degree is preferable). | 1 |
| 6 | Chief Survey Engineer | BSc in survey or civil engineering with minimum of 10 years work experience in survey of road projects (Master degree is preferable). | 1 |
| Table 2: Non-Key Staff |
| 1 | QA/QC Engineer | BSc in civil engineering with minimum of 5 years work experience in QA/QC of road construction projects. | 2 |
| 2 | Material Engineer | BSc in material or civil engineering with minimum of 5 years work experience in material engineering of road project. | 1 |
| 3 | Construction Engineer (Road) | BSc in civil engineering with minimum of 5 years work experience in construction of road projects. | 2 |
| 4 | Construction Engineer (Drainage/Retaining Structures) | BSc in civil engineering with minimum of 5 years work experience in construction ofdrainage/retaining structures. | 2 |
| 5 | Survey Engineer | BSc in survey or civil engineering with minimum of 5 years work experience in survey of road projects. | 2 |
| 6 | Survey Assistant | 2 years degree in survey or civil engineering with minimum of 3 years work experience insurvey of road projects. | 2 |
| 7 | Survey Helper/Rodmen  | High School Graduated with minimum of 3 years work experience in survey of road projects. | As required  |
| 8 | Reporting Officer  | BSc in civil engineering with minimum of 3 years work experience in reporting of road construction projects. | 1 |
| 9 | Safety Officer  | BSc in any related field with minimum of 5 years work experience in safety management of road construction projects. | 1 |
| 10 | Safety Assistant  | Two years degree in any related field with minimum of 3 years work experience in safety related work of road construction projects. | 3 |
| 11 | First Aid  | Two years degree in related field with minimum of 3 years work experience in first aid service providing in construction projects.  | 2 |
| 12 | Supporting staff | Shall have enough work experience in related fields. | As required  |

Note:

The CVs and graduation documents are only required for key staff.

6. Equipment

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

 [Specify requirements for each lot as applicable]

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Unit**  | **Minimum Number required** |
| 1. 1
 | Dump Trucks, 12MT | Wheel | 30 |
| 2 | Dump Trucks, 6MT | Wheel | 10 |
| 1. 3
 | Wheel Loader, Minimum 130HP | Chain | 4 |
| 4 | Wheel Loader Backhoe | Chain | 2 |
| 1. 5
 | Excavator, small size with max 1.0 cum Cap | Chain | 2 |
| 6 | Excavator, big size with min 3.0 cum Cap | Chain | 4 |
| 7 | Motor Grader, big size | Chain | 6 |
| 8 | Motor Grader, small size | Chain | 2 |
| 9 | Bulldozer, big size, power more than 125HP | Chain | 4 |
| 10 | Bulldozer, small size, power less than 125HP | Chain | 2 |
| 11 | Jack Hammer, 1500 - 1800 psi | Unit | 2 |
| 12 | Air Compressor, various sizes | Unit | 4 |
| 13 | Pedestrian Roller, 1 MT, Vibrator | Chain | 2 |
| 14 | Plate Compactor, size as required | Unit | 2 |
| 15 | Tandem Roller, 8.5 - 15 MT | Chain | 4 |
| 16 | Vibrator Roller, 10 MT | Chain | 8 |
| 17 | Static Road Roller, 10 - 12 MT | Chain | 4 |
| 18 | Pneumatic Multiple Tired Roller, 8 - 10 MT | Chain | 4 |
| 19 | Water Bowser incl. Water Pump 10mc | Wheel | 8 |
| 20 | Bitumen Distributer Tanker, size as required | Wheel | 2 |
| 21 | Paver, big size | Chain | 4 |
| 22 | Concrete Mixer | Wheel | 6 |
| 23 | Other supporting machineries  | **Unit/Chain/Wheel**  | As required |

|  |  |  |  |
| --- | --- | --- | --- |
| No.  | Name  | Quantity  | Description  |
| 1 | Asphalt Concrete Plant | 1 | Good condition, calibrated 120ton/h or moredigital asphalt plant with its all relatedtools/equipment for production of modified and non-modified bituminous hot mix asphalt |
| 2 | Portland Cement Concrete Plant | 1 | Good condition, calibrated and suitable sizedigital concrete plant with its all relatedtools/equipment for production of various marksPortland Cement Concrete. |
| 3 | Crush Plant | 1 | Good condition, calibrated and suitable size crush plant with its all related tools/equipment for production of various size crushed aggregate. |

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

2. Financial Part

1. Margin of Preference

**If BDS so specifies**, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

(a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.

(b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:

(i) Group A: Bids offered by domestic contractors eligible for the preference.

(ii) Group B: Bids offered by other contractors.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the Bid with lowest evaluated cost, and the Bid with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award as the Most Advantageous Bid, if the Bidder is qualified. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

The Employer shall use the criteria and methodologies listed in this Section to evaluate bids. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid that meets the qualification criteria and has been determined to be:

 (a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply:

……………………………………………………………………………………………………………………………………………………………………………………………………

1. Multiple Contracts (Not applicable)

Pursuant to ITB 35.3, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts:

Lots

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

Packages

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

1. Sustainable procurement(Not applicable)

 *[If specific****sustainable procurement technical requirements****have been specified in Section VII- Specification,****either****state that (i) those requirements will be evaluated on a pass/fail (compliance basis)****or****otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments  to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

 ……………………………………………………………………………………………………………………………………………………………………………………………………

1. Alternative Completion Time(Not applicable)

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

……………………………………………………………………………………………………………………………………………………………………………………………………

1. Alternative Technical Solutions for specified parts of the Works(Not applicable)

If the alternative technical solutions of parts of the Works, if permitted under ITB 13,4, were accepted in the evaluation of the Technical Part, the Financial Part of the Bid shall be evaluated as follows:

……………………………………………………………………………………………………………………………………………………………………………………………………

1. Other criteria(Not applicable)

If permitted under ITB 35.1(f):

……………………………………………………………………………………………………………………………………………………………………………………………………

|  |
| --- |
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|  |
| --- |
| Letter of Bid - Technical Part  |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.**Note: All italicized text is to help Bidders in preparing this form.*  |

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

**Request for Bid No**.: [*insert identification*]

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

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

We, the undersigned, hereby submit our Bid, in two parts, namely:

1. the Technical Part, and
2. the Financial Part

In submitting our Bid, we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer’s country in accordance with ITB 4.7;
4. **Conformity**: We offer to execute in conformity with the bidding document the following Works: [*insert a brief description of the Works*]

 ;

1. **Bid Validity Period**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security,* ***Delete if not applicable***] in accordance with the bidding document;
3. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and weare not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
6. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
8. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
9. **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

***[or]***

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

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

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

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

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

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

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

|  |
| --- |
| Appendix A to Technical Part: Technical Proposal  |

Site Organization

*[insert Site Organization information]*

Method Statement

*[insert Method Statement]*

Mobilization Schedule

*[insert Mobilization Schedule]*

Construction Schedule

*[insert Construction Schedule]*

Environmental, Social, Health and Safety

Management Strategies and Implementation Plans

(ESHS-MSIP)

*Site-specific Environmental and Social Management Plan (ESMP) is attached herein. All Environmental, Social, Health and Safety requirements are described therein.*

Code of Conduct

**Environmental, Social, Health and Safety (ESHS)**

The Bidder shall submit the Code of Conduct that will apply to the Contractor’s employees and subcontractors as required by ITB 11.2 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements in Section VII. In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Others

Appendix B to Technical Part: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

|  |
| --- |
| Item of equipment |
| Equipment information | Name of manufacturer | Model and power rating |
|  | Capacity | Year of manufacture |
| Current status | Current location |
|  | Details of current commitments |
|  |  |
| Source | Indicate source of the equipment1. o Owned o Rented o Leased o Specially manufactured
 |

Omit the following information for equipment owned by the Bidder.

|  |  |
| --- | --- |
| Owner | Name of owner |
|  | Address of owner |
|  |  |
|  | Telephone | Contact name and title |
|  | Fax | Telex |
| Agreements | Details of rental / lease / manufacture agreements specific to the project |
|  |  |
|  |  |

|  |
| --- |
| Appendix C to Technical Part: Key Personnel  |

Form PER -1: Key Personnel

**Schedule**

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

**Key Personnel**

|  |  |
| --- | --- |
| **1.** | **Title of position:**  |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[Environmental Specialist]* |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[Health and Safety Specialist]* |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[Social Specialist]* |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[insert title]* |
|  | **Name of candidate** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

Form PER-2: Resume and Declaration

 Key Personnel

|  |
| --- |
| **Name of Bidder** |

|  |
| --- |
| **Position [#*1*]: [*title of position from Form PER-1*]** |
| **Personnel information** | **Name:**  | **Date of birth:** |
|  | **Address:** | **E-mail:** |
|  |  |  |
|  | **Professional qualifications:** |
|  | **Academic qualifications:** |
|  | **Language proficiency:***[language and levels of speaking, reading and writing skills]*  |
| **etails** |  |
|  | **Address of employer:** |
|  | **Telephone:** | **Contact (manager / personnel officer):** |
|  | **Fax:** |  |
|  | **Job title:** | **Years with present employer:** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Project**  | **Role** | **Duration of involvement** | **Relevant experience** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]*  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

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

1. be taken into consideration during Bid evaluation;
2. my disqualification from participating in the Bid;
3. my dismissal from the contract.

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

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

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

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

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

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

|  |
| --- |
| Appendix D to Technical Part: Bidder’s Qualification  |

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

|  |
| --- |
| Form ELI -1.1**Bidder Information Form**Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pagesBidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:*[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative informationName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Bidder is not under the supervision of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

Form ELI -1.2

**Bidder's JV** **Information Form**  **(to be completed for each member of Bidder’s JV)**

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_* pages

|  |
| --- |
| Bidder’s JV name: |
| JV member’s name: |
| JV member’s country of registration: |
| JV member’s year of constitution: |
| JV member’s legal address in country of constitution: |
| JV member’s authorized representative informationName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

Form CON – 2

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria  |
| 🞎 Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.🞎 Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria |
| 🞎 No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. |
| 🞎 Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_Address of Employer: \_\_\_\_\_\_\_\_\_\_Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Party who initiated the dispute: \_\_\_\_Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:  |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria |
| 🞎 No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.🞎 Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. |
| **Year of award** | **Outcome as percentage of Net Worth**  | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Matter in dispute: *[indicate main issues in dispute]*Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*Reason(s) for Litigation and award decision *[indicate main reason(s)]* | *[insert amount]* |

Form CON – 3:

**ESHS Performance Declaration**

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

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

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

Form FIN – 3.1

**Financial Situation and Performance**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

**1. Financial data**

|  |  |
| --- | --- |
| **Type of Financial information in****(currency)** | **Historic information for previous** *\_\_\_\_\_\_\_\_\_years,**\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(amount in currency, currency, exchange rate\*, USD equivalent)** |
|  | Year 1 | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Cash Flow Information  |
| Cash Flow from Operating Activities |  |  |  |  |  |

\*Refer to ITB 15 for the exchange rate

**2. Sources of Finance**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *\_\_\_\_\_\_\_\_\_\_\_*years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

🞎 Attached are copies of financial statements[[14]](#footnote-15) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN – 3.2

**Average Annual Construction Turnover**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |
| --- | --- |
|  | **Annual turnover data (construction only)** |
| **Year** | **Amount** **Currency** | **Exchange rate** | **USD equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Average Annual Construction Turnover \* |  |  |  |

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

Form FIN – 3.3

**Financial Resources**

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

|  |
| --- |
| **Financial Resources** |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

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.

|  |
| --- |
| **Current Contract Commitments** |

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

Form EXP - 4.1

**General Construction Experience**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| StartingYear | EndingYear | Contract Identification | Role ofBidder |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Brief Description of the Works performed by theBidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Brief Description of the Works performed by theBidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Brief Description of the Works performed by theBidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

Form EXP - 4.2(a)

**Specific Construction and Contract Management Experience**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |
| --- | --- |
| **Similar Contract No.** | **Information** |
| Contract Identification |  |
| Award date |  |
| Completion date |  |
| Role in Contract | Prime Contractor 🞎 | Member in JV 🞎 | Management Contractor🞎 | Sub-contractor 🞎 |
| Total Contract Amount |  | US$  |
| If member in a JV or sub-contractor, specify participation in total Contract amount |  |  |  |
| Employer's Name: |  |
| Address:Telephone/fax numberE-mail: |  |

 Form EXP - 4.2(a) (cont.)

**Specific Construction and Contract Management Experience (cont.)**

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

Form EXP - 4.2(b)

**Construction Experience in Key Activities**

Bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidder's JV Member Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Sub-contractor's Name[[15]](#footnote-16) (as per ITB 34.2 and 34.3): *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

All Sub-contractors for key activities must complete the information in this form as per ITB 33.2 and 33.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  | **Information** |
| --- | --- |
| Contract Identification |  |
| Award date |  |
| Completion date |  |
| Role in Contract | Prime Contractor🞎 | Member in JV 🞎 | Management Contractor🞎 | Sub-contractor 🞎 |
| Total Contract Amount |  | US$  |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract(i) | Percentage participation(ii) | Actual Quantity Performed (i) x (ii) |
| Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| Employer’s Name: |  |
| Address:Telephone/fax numberE-mail: |  |

2. Activity No. Two

3. …………………

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

|  |
| --- |
| Appendix E to Technical Part: Bid Security |

Form of Demand Guarantee

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Request for Bids No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Request for Bids No. \_\_\_\_\_\_\_\_\_\_\_ (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, bids must be supported by a bid guarantee.

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[Signature]*

Form of Bid Security – Bid Bond

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

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

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* authorized 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]*[[16]](#footnote-17) *[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 execution of *[name of Contract]* (hereinafter called the “Bid”).

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

1. has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, if required, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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 Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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

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

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

Form of Bid-Securing Declaration

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

RFB 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 or submitting proposals in any contract with the Employer 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; or

(b) 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, if required, or (ii) fail or refuse to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the ITB.

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

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

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

|  |
| --- |
| Letter of Bid - Financial Part  |

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.**Note: All italicized text in black font is to help Bidders in preparing this form.*  |

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

**Request for Bid No**.: [*insert identification*]

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

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

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part.

In submitting our Bid, we make the following additional declarations:

1. **Bid Validity Period**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Total Price**: The total price of our Bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

*[Option 1, in case of one lot:]* Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

*[Option 2, in case of multiple lots:]* (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

1. **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 calculations 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*];

1. **Commissions,** gratuities **and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

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

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

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

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

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

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

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

Appendix A to Financial Part: Schedules

**Bill of Quantities**

***Objectives***

*The objectives of the Bill of Quantities are:*

*(a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*

*(b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

*In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.*

***Daywork Schedule***

*A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:*

*(a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*

*(b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor’s profit, overheads, supervision, and other charges.*

***Provisional Sums***

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager’s).*

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

*These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final documents.*

1. Sample Bill of Quantities[[17]](#footnote-18)

 (Local Currency and Foreign Currency)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sums for additional ESHS outcomes. |  |  |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total  |   |

Activity Schedule

|  |  |  |  |
| --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Amount* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sums for additional ESHS outcomes. |  |  |
|  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Schedule of Payment Currencies

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

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **A** | **B** | **C** | **D** |
| **Name of Payment Currency** | **Amount of Currency** | **Rate of Exchange****to Local Currency** | **Local Currency Equivalent****C = A x B** | **Percentage of Total Bid Price (TBP)** **100xC** **TBP** |
| **Local currency**  |  | **1.00** |  |  |
| **Foreign Currency #1**  |  |  |  |  |
| **Foreign Currency #2**  |  |  |  |  |
| **Foreign Currency #3**  |  |  |  |  |
| **Total Bid Price** |  |  |  | **100.00** |
| **Provisional Sums Expressed in Local Currency** |  | **1.00** |  |  |
| **TOTAL BID PRICE (Including provisional sum)** |  |  |  |  |

Schedule(s) of Adjustment Data

**Table A - Local Currency**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index****Code** | **Index Description** | **Source of Index**  | **Base Value****and Date** | **Bidder’s****Local Currency Amount** | **Bidder’s****Proposed****Weighting** |
|  | Nonadjustable | — | — | — | A: \*B: \*C: \*D: \*E: \* |
|  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

| **Index Code** | **Index Description** | **Source of Index** | **Base Value and Date** | **Bidder’s Currency in Type/Amount** | **Equivalent in FC1** | **Bidder’s Proposed Weighting** |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Nonadjustable** | — | — | — |  | A: \*B: \*C: \*D: \*E: \* |
|  |  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITB 4.8 (b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section VI - Fraud and Corruption

**(Section VI shall not be modified)**

1. **Purpose**
	1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[18]](#footnote-19) (ii) to be a nominated[[19]](#footnote-20) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[20]](#footnote-21) all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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# PART 2 –Works’ Requirements

Section VII - Works’ Requirements

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Specifications

*A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive procurement, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.*

*Samples of Specifications from previous similar projects in the same country are useful in to prepare Specifications. The use of metric units is encouraged by the World Bank. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.*

*There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.*

*Any additional sustainable procurement technical requirements (beyond the ESHS requirements stated in the Environmental, Social, Health and Safety Requirements section below) shall be clearly specified. Please refer to the Bank’s Procurement Regulations for Borrowers and Sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders’ innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer works that exceeds the specified minimum sustainable procurement requirements.*

*Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower’s country or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.*

***“Equivalency of Standards and Codes***

*Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager’s prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager’s consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”*

*[These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final documents]*

Environmental, social, health and safety requirements

*The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.*

*The Employer should attach or refer to the Employer’s environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.*

**Suggested content for an Environmental and Social Policy (Statement)**

*The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people*, etc. *The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

 *The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.*

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.*

*As a minimum, the policy is set out to the commitments to:*

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
10. *minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

**Minimum Content of ESHS requirements**

*In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:*

* *project reports e.g. ESIA/ESMP*
* *consent/permit conditions*
* *required standards including World Bank Group EHS Guidelines*
* *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
* *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
* *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
* *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
* *GBV/SEA prevention and management*

*The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.*

*The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:*

*General Conditions of Contract*

Sub-clause 3 Language and Law

Sub-clause 7.1 Subcontracting

Sub-clause 8.1 Other Contractors

Sub-clause 9 Personnel and Equipment

Sub-clause 12 Contractor’s Risks

Sub-clause 15.1 Contractor to Construct the Works

Sub-clause 18 Safety and Protection of the Environment

Sub-clause 19.1 Discoveries

Sub-clause 31 Early Warnings

Sub-clause 41.4 Payments

**Minimum Requirements for the BIDDER’S Code of Conduct**

*[A minimum requirement for the Code of Conduct should be set out by the Employer, taking into consideration the issues, impacts, and mitigation measures identified, for example, in :*

* *project reports e.g. ESIA/ESMP*
* *any particular GBV/SEA requirements*
* *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
* *required standards including World Bank Group EHS Guidelines*
* *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
* *relevant standards e.g. Workers’ Accommodation: Process and Standards (IFC and EBRD)*
* *relevant sector standards e.g. workers accommodation*
* *grievance redress mechanisms.*

*The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and* maintaining *a safe environment etc.]*

*[Amend the following instructions to the Bidder taking into account the above considerations.]*

A satisfactory code of conduct will contain obligations on all Contractor’s personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term “child” / “children” means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer’s and Project Manager’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer’s and Project Manager’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

* received a copy of the code;
* had the code explained to them;
* acknowledged that adherence to this Code of Conduct is a condition of employment; and
* understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

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

**Payment for ESHS Requirements**

*The Employer’s ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder’s rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.*

Drawings

*Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.*

Supplementary Information

1. In lump-sum contracts, delete “rates and prices and the.” [↑](#footnote-ref-2)
2. For lump-sum contracts, delete “unit rates and prices and shown in the Schedule of Adjustment Data are reasonable” and replace with “Lump-sum.” [↑](#footnote-ref-3)
3. In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.” [↑](#footnote-ref-4)
4. Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders’ quoted rates and included in the total Bid price. [↑](#footnote-ref-5)
5. An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference. [↑](#footnote-ref-6)
6. Nonperformance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-7)
7. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-8)
8. The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder. [↑](#footnote-ref-9)
9. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-10)
10. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-11)
11. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement [↑](#footnote-ref-12)
12. In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated. [↑](#footnote-ref-13)
13. Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.  [↑](#footnote-ref-14)
14. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-15)
15. If applicable [↑](#footnote-ref-16)
16. 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. [↑](#footnote-ref-17)
17. In case of Lump-sum Contract, use Sample Activity Schedule. [↑](#footnote-ref-18)
18. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-19)
19. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-20)
20. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-21)