

ISLAMIC REPUBLIC OF AFGHANISTAN

MINISTRY OF AGRICULTURE, IRRIGATION AND LIVESTOCK (MAIL)

EMERGENCY AGRICULTURE & FOOD SUPPLY PROJECT (EATS)

**NATIONAL COMPETITIVE PROCUREMENT**

**BIDDING DOCUMENT**

**For procurement of**

***Improvement Works of Qazel Qala Ishanaha Irrigation Scheme Located at Qazal Qala Village, Rustaq District and Joye Shahri Kohna Irrigation Scheme Located at Shahri Kohna Village Rustaq District of Takhar Province.***

**Request for Bid No: *AF/MAIL/EATS- 193101-193102/B089-B063-CW-RFB***

***Emergency Agriculture and food Supply Project***

***(Credit No/Grant No.*ARTF Grant Number TFOB3535*/IDA Grant No. D7120/AF***

***Project ID No: P174348***

***Procurement Directorate***

***Issued On December,19, 2020***

**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, one-envelope Bidding process. This is the template to be used by the Borrower.

**Bidding Document: Request for Bids (One-Envelope Bidding Process)**

**PART 1 – BIDDING PROCEDURES**

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

This Section provides information to help Bidders prepare their Bids. It is based on a one-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 - Bidding Forms**

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

**Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

**Section V - Fraud and Corruption**

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

**PART 2 – WORKS’ REQUIREMENTS**

**Section VI - Works’ Requirements**

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

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

**Section VII - General Conditions of Contract (GCC)**

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

**Section VIII - Particular Conditions of Contract (PCC)**

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 IX - Contract Forms**

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

**ISLAMIC REPUBLIC OF AFGHANISTAN**

**Ministry of Agriculture, Irrigation and Livestock**

Procurement Directorate

Emergency Agriculture & Food Supply Project (EATS)

**NATIONAL COMPETITIVE PROCUREMENT**

**Specific Procurement Notice**

**Request for Bids**

**Contract Title:*Improvement Works of* *Qazel Qala Ishanaha Irrigation Scheme Located at Qazal Qala Village, Rustaq District and Joye Shahri Kohna Irrigation Scheme Located at Shahri Kohna Village Rustaq District of Takhar Province.***

**Loan No./Credit No./ Grant No.:TFOB3535/IDA Grant No. D7120/AF**

**RFB No.: *AF/MAIL/*EATS-193101-193102/B089-B063-CW-RFB**

**Dated: *December, 19, 2020***

1. The Islamic Republic of Afghanistan, **Ministry of Agriculture, Irrigation and Livestock** has received a [“Grant” from the World Banktoward the cost of **Emergency Agriculture & Food Supply Project (EATS)**and intends to apply part of the proceeds toward payments under the contract for ***Improvement Works of* *Qazel Qala Ishanaha Irrigation Scheme Located at Qazal Qala Village, Rustaq District and Joye Shahri Kohna Irrigation Scheme Located at Shahri Kohna Village Rustaq District of Takhar Province.*No:*AF/MAIL/* EATS-193101-193102/B089-B063-CW-RFB**
2. The Ministry of Agriculture, Irrigation and Livestock now invites sealed Bids from eligible Bidders for ***Improvement Works of* *Qazel Qala Ishanaha Irrigation Scheme Located at Qazal Qala Village, Rustaq District and Joye Shahri Kohna Irrigation Scheme Located at Shahri Kohna Village Rustaq District of Takhar Province.***RFB No***: AF/MAIL/*EATS-193101-193102/B089-B063-CW-RFB** and Delivery/construction period of ***12*** Months from start date***.***
3. Bidders are required to meet the Qualification requirements listed briefly hereunder. [Bidders are advised to refer to the Bidding documents for complete details in this regard.]

(a) Achieved in any one year during the last five years a minimum annual financial turnover in civil engineering construction work of ***AFN 33,000,000.***

 (b) Completed substantially at least one similar contract within the last five years with a minimum value of ***AFN 26,400,000.***

(c) Access to the key Contractor’s equipment as specified below;

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Equipment and Machinery Description** | **Unit** | **Qty** |
| 1 | GCB (Small Excavator) | Unit | 2 |
| 2 | Double Drum Vibratory Rollers Compactor | Unit | 2 |
| 3 | Water Tanker (15000 liters) | Unit | 2 |
| 4 | Tractor with Blade | Unit | 2 |
| 5 | Dump Truck (10 M3) | Unit | 2 |
| 6 | Reversible Plate Compactors | Unit | 2 |
| 7 | Vibrator | Unit | 2 |
| 8 | Concrete Mixer | Set | 2 |
| 9 | Water Pump with 1000m pipe (20 Lps) | Unit | 2 |
| 10 | Total station /Level Machine | Unit | 2 |

(d) Bidder must demonstrate that it will have the personnel for specified key positions.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Key Personnel** | **Minimum Educations** | **Relevant Experience** | **Required No** |
| 1 | Project/ Contract Manager | BSc | 5 years | 1 |
| 2 | Civil/Irrigation Engineer | BSc | 5 years | 2 |
| 3 | Site Engineer/ Safety Supervisor | BSc | 3 Years | 2 |

 (e) Bidder must demonstrate access to liquid assets or credit facilities by submitting the Banker’s certificate for an amount of ***AFN 8,300,000***.

(f) Bidder shall not have during the last 5 years (i) history of non-performance of a contract or (ii) a consistent history of litigation or arbitration awards.

Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016 Revised November 2017 and August 2018

1. (“Procurement Regulations”), and is open to all Bidders as defined in the Procurement Regulations.
2. Interested eligible Bidders may obtain further information from Procurement Directorate of MAIL; E-mail: mohammadullah.sahil@mail.gov.af CC to rahim.fahim@gmail.com khyber.massoudy@mail.gov.af and inspect the bidding document during office hours ***December, 19, 2020 to January, 19, 2021*** From 9:00 to 15:00 Hrs from Saturday to Wednesday and from 9:00 to 13:00 Hrs on Thursdays *at* the address given below*.*
3. The bidding document in English may be obtained by interested eligible Bidders upon the submission of a written application to the address below. MAIL Procurement Directorate from the address given below will distribute the document in a CD.
4. Bids must be delivered to the address below on or before ***10:00 AM local time on the January, 19, 2021****.* Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend at the address below.
5. The bidders or their authorized representatives are invited to attend a **pre-bid meeting** which will take place on ***January, 02, 2021 at 10: 00 Hrs, MAIL, 3rd District, Jamal Mina, Kabul University Main Road, Kabul, Afghanistan*** to clarify issues and to answer any matter that may be raised at that stage. A site visit conducted by the Employer shall be organized on the same day of pre-bid meeting.
6. All Bids must be accompanied by a ***Bid-Securing Declaration***
7. The address(es) referred to above is (are):

*MohammadullahSahil, Procurement Director*

*Ministry of Agriculture, Irrigation and Livestock*

*Procurement Directorate*

*Emergency Agriculture & Food Supply Project (EATS)*

*3rd District, Jamal Mina, Kabul University Main Road*

*Kabul, Afghanistan*

*Tel. + (93) (020) 292 22 44*

*Email:* *mohammadullah.sahil@mail.gov.af* *Cc to:*rahim.fahim@gmail.com, khyber.massoudy@mail.gov.af

*Website:* [*www.mail.gov.af*](http://www.km.gov.af)

**Procurement Document**

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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**Section I - Instructions to 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 VI, 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, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;(b) if the context so requires, “singular” means “plural” and vice versa; and (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. |
| 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 thisbidding documentis 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 V.
	2. In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, 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 ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
		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 sub-consultants 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 V 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 theBDS**.
 |
|  | * 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 Declaration.
 |
|  | * 1. Firms and individuals may be ineligible if so indicated in Section IV 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;
	4. relates to fraud or corruption, and
	5. Followed a judicial or administrative proceeding that afforded the firm adequate due process.
 |
| 4.11 Eligible Materials, Equipment and Services1. Qualifications of the Bidder
 | 4.11The 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 IV, 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.* 1. All bidders shall provide in Section III, “Bidding Forms,” a preliminary description of the proposed work method, Mobilization Schedule, Construction Schedule, and drawings and charts as necessary.
	2. In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section III.
	3. If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section III, unless otherwise **stated in the BDS**:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;(b) total monetary value of construction works performed for each of the last five years;(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;(d) major items of construction equipment proposed to carry out the Contract;(e) qualifications and experience of key site management and technical personnel proposed for the Contract;(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years;(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);(h) authority to seek references from the Bidder’s bankers;(i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;* 1. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in theBDS**:

(a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;(b) the Bid shall be signed so as to be legally binding on all partners;(c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.(f) a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:(a) Achieved in any one year during the last five years a minimum annual financial turnover in civil engineering construction work of the amount specified in the **BDS**, calculated as total certified payments received for contracts in progress or completed;(b) The Bidder should have successfully completed within the last five (5) years as a prime contractor, JV member, management contractor or subcontractor, at least one contract substantially *(not less than 80% of contract value*) with a minimum value indicated in the **BDS**, which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics as described in Section VI, Work’s requirements.(c) The Bidder must demonstrate that it will have access to the key Contractor’s equipment **listed in the BDS**;(d) The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements **listed in the BDS**; and(e) The Bidder shall demonstrate by submitting the Banker’s certificate **specified in the BDS** that it has access to, or has available, liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS** to meet the construction cash flow requirements.(f) The Bidder or any partner of a Joint Venture shall not have during the last 5 years preceding the deadline for submission of bids: (i) history of non-performance of a contract[[1]](#footnote-3) that occurred as a result of contractor default, or (ii) a consistent history of litigation or arbitration awards. 5.6 The figures for each of the partners of a Joint Venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the Joint Venture’s Bid. 5.7 Subcontractors’ experiences and resources shall not be taken into account in determining the Bidder’s compliance with the qualifying criteria, unless otherwise **stated in the BDS**.5.8 Bidders who meet the minimum qualification criteria stipulated in ITB Sub-Clause 5.5 above will be qualified only if their available Bid Capacity for construction work determined in accordance with the formula **stated in the BDS** is equal to or more than the Bid Price. |
| Contents of Bidding Document |
| 1. Sections of Bidding Document
 | * 1. The bidding document consists of Parts 1, 2*,* and3*,* 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 - Bidding Forms
* Section IV - Eligible Countries
* Section V - Fraud and Corruption

**PART 2 Works’Requirements*** Section VI- Works’ Requirements

**PART 3 Conditions of Contract and Contract Forms*** Section VII - General Conditions of Contract (GCC)
* Section VIII - Particular Conditions of Contract (PCC)
* Section IX - Contract Forms
 |
|  | * 1. The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of thisbidding 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 documentand 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 receivedprior 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 documentfollowing 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 Siteof 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 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. 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 the following:
1. **Letter of Bid**prepared in accordance with ITB 12;
2. **Bill of Quantities**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
3. **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
4. **Alternative Bid**, if permissible, in accordance with ITB 13;
5. **Authorization:**written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
6. **Bidder’s Eligibility:**documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;
7. **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contractif its Bid is accepted;
8. **Conformity**: a technical proposal in accordance with ITB 16;
9. any other document required **in the BDS**.
	1. In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
	2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
 |
| 1. Letter of Bid and Schedules
 | * 1. The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section III, 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 and the method of evaluating different alternative times for completion will be will be included **in the BDS.**
 |
|  | * 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 VI,Works’Requirements. The method for their evaluation will be stipulated in the **BDS**.
 |
| 1. Bid Prices and Discounts
 | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the 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 III - 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,in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
 |
|  | * 1. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bidin accordance with ITB 12.1.
 |
|  | * 1. Unless otherwise specified **in the BDS**and the Conditions of Contract, theprices 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 III - 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 pricesand 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 sameand shall be as specified in theBDS.
 |
|  | * 1. Bidders may be required by the Employer to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable.
 |
| 1. Documents Comprising the Technical Proposal
 | * 1. The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section III, 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, included in Section III - Bidding Forms.
	2. In accordance with ITB 5 - Qualification of the Bidder, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section III - Bidding Forms.
 |
|  | * 1. If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
 |
| 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:
 |
|  | * + 1. in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in theBDS;**
		2. in the case of **adjustable** price contracts, no adjustment shall be made; or
		3. 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 Bid, either a Bid-Securing Declaration or a Bid Security asspecified **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 III - Bidding Forms.
 |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1*,* the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:
		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; orFixed Deposit Receipts issued by the Bank, duly endorsed in favour of the Employer; or
		4. another security specified **in the BDS**,

 From a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable,unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III - 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 responsiveBid 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 pursuant to ITB 48.
 |
|  | * 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.
 |
|  | * 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, or any extension thereto provided by the Bidder; or
2. if the successful Bidder fails to:

Sign the Contract in accordance with ITB 47; orFurnish a Performance Securityin accordance with ITB 48. |
|  | * 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 legallyenforceable JV*,* at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
 |
|  | * 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 on the Letter of Bid; or
2. if the successful Bidder fails to: sign the Contract in accordance with ITB 47, or furnish a Performance Security in accordance with ITB 48;

the Borrower may**,** if provided for in the BDS**,** declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated in the BDS. |
| 1. Format and Signing of Bid
 | * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original”. Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative”. In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS,** and clearly mark each of them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.
 |
|  | * 1. 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 and Opening of Bids |
| 1. Sealing and Marking of Bids
 | * 1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
		1. in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 11; and
		2. in an envelope marked “Copies”, all required copies of the Bid; and
		3. if alternative Bids are permitted in accordance with ITB 13, and if relevant:
1. in an envelope marked “Original- Alternative Bid”, the alternative Bid; and
2. in the enveloped marked “Copies – Alternative Bid” all required copies of the alternative Bid.
 |
|  | * 1. The inner and outer envelopes shall:
		1. bear the name and address of the Bidder;
		2. be addressed to the Employerin accordance with ITB 22.1;
		3. bear the specific identification of this Bidding process specified in accordance with BDS 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 sospecified 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.
 |
| 1. Bid Opening
 | * 1. Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders’ designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be asspecified in the BDS.
 |
|  | * 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
	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.
	3. 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 remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
	2. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid andthepriced Schedulesare to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
	3. 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 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 Bid Price, per lot (contract) if applicable, including any discounts;
3. the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
4. any alternative Bids.
	1. 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 and Comparison of Bids |
| 1. Confidentiality
 | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
 |
|  | * 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 giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.
 |
|  | * 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. 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 ITB11.
 |
|  | * 1. 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 VI,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. Nonmaterial Nonconformities
 | * 1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the Bid.
 |
|  | * 1. 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, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified **in the BDS**.
 |
| 1. Correction of Arithmetical Errors
 | * 1. Provided that the Bid is substantially responsive, the Employershall correct arithmetical errors on the following basis:

(a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
|  | * 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
 |
| 1. Conversion to Single Currency
 | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.
 |
| 1. Margin of Preference
 | * 1. Unless otherwise specified **in theBDS,** a margin of preference for domestic Bidders[[2]](#footnote-4) shall not apply.
 |
| 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, Financial Parts
	2. The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
	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.
 |
| 1. Evaluation of Bids
 | * 1. The Employer shall use the criteria and methodologies listed in this ITB.No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
		1. substantially responsive to the bidding document; and
		2. The lowest evaluated cost.
 |
|  | * 1. To evaluate a Bid, the Employershall consider the following:
1. the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including Daywork[[3]](#footnote-5) items, where priced competitively;
2. price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
3. price adjustment due to discounts offered in accordance with ITB 14.4;
4. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
5. price adjustment for nonconformities in accordance with ITB 30.3; and
6. the additional evaluation factors if specified**in the BDS**.
 |
|  | * 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, is specified **in the BDS**.
 |
| 1. Comparison of Bids
 | * 1. The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.
 |
| 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.
2. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
3. After evaluation of the price analyses, in the event that the Employerdetermines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employershall reject the Bid.
 |
| 1. Unbalanced or Front Loaded Bids
 | * 1. If the Bid for an admeasurement contract, which results in the lowest evaluated costis, 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. Qualification of the Bidder
 | * 1. The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in ITB 5.
 |
|  | * 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(s) different from the Bidder.
 |
|  | * 1. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
 |
| 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:
		1. substantially responsive to the bidding document; and
		2. The lowest evaluated cost.
 |
| 1. Employer’sRight 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 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
 |
| 1. Notification of Intention to Award
 | * 1. The Employer shall sendto each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
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 letter is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
5. the expiry date of the Standstill Period;
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 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
 |
| 1. Notification of Award
 | * 1. Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
	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; and
5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
 |
|  | * 1. The Contract Award Notice shall be published on the Employer’s website with free access if available indicated **in the BDS**, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette.
 |
|  | * 1. Until a formal contract is prepared and executed, the notification of award 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 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
 |
|  | * 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 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 its own cost of attending such a debriefing meeting.
 |
| 1. Signing of Contract
 | * 1. Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.
 |
|  | * 1. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
 |
| 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 in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security Form included in Section IX, Contract Forms. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
 |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned 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.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

|  |  |
| --- | --- |
| **ITB Reference** | **A. General** |
| **ITB 1.1** | The Employeris: **The Islamic Republic of Afghanistan represented** through**Ministry of Agriculture, Irrigation and Livestock*,* Emergency Agriculture & Food Supply Project (EATS)**The reference number of the Request for Bids (RFB) is: ***AF/MAIL/* EATS-193101-193102/B089-B063-CW-RFB**The name of the RFB is: **Improvement Works of *Qazel Qala Ishanaha Irrigation Scheme Located at Qazal Qala Village, Rustaq District and Joye Shahri Kohna Irrigation Scheme Located at Shahri Kohna Village Rustaq District of Takhar Province.*** |
| **ITB 2.1** | The Borrower is: Islamic Republic of AfghanistanLoan or Financing Agreement amount:**$100,000,000 (One Hundred Million USD**The name of the Project is:**Emergency Agriculture & Food Supply Project (EATS), *Project ID# (P174348)*** |
| **ITB 4.1** | Maximum number of members in the Joint Venture (JV) shall be:2 |
| **ITB 4.5** | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.>, And [www.ageops.net](http://www.ageops.net) |
| **ITB 5.5 (a)** | Minimum annual financial turnover in civil engineering construction works in any one year during the last 5 years shall be ***33,000,000..Afghani****.*At2020 price level.Financial turnovers of previous years shall be given weightage of 5% per year to bring them to the price level of the year in which Bids are opened as per the formula below*:*Updated value of Turnover for a year = Actual Turnover x (1.05)n, where n =number of years which elapsed between the year to which the turnover relates and the year in which Bids for the proposed Contract are opened*.* |
| **ITB 5.5 (b)** | Minimum value of at least one contract similar to the proposed works is ***26,400,000..*Afghani**at 2020\* price level.Updated value of a work = Value of the completed work x (1.05)n, where n =number of years which elapsed between the year in which work was completed and the year in which Bids for the proposed Contract are opened. |
| **ITB 5.5 (c)** | Th

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Equipment and Machinery Description** | **Unit** | **Qty** |
| 1 | GCB (Small Excavator) | Unit | 2 |
| 2 | Double Drum Vibratory Rollers Compactor | Unit | 2 |
| 3 | Water Tanker (15000 liters) | Unit | 2 |
| 4 | Tractor with Blade | Unit | 2 |
| 5 | Dump Truck (10 M3) | Unit | 2 |
| 6 | Reversible Plate Compactors | Unit | 2 |
| 7 | Vibrator | Unit | 2 |
| 8 | Concrete Mixer | Set | 2 |
| 9 | Water Pump with 1000m pipe (20 Lps) | Unit | 2 |
| 10 | Total station /Level Machine | Unit | 2 |

e Bidder shall provide further details of proposed items of equipment – including whether owned/rented/leased - using the relevant Form in Section III. |
| **ITB 5.5 (d)** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Key Personnel** | **Minimum Educations** | **Relevant Experience** | **Required No** |
| 1 | Project/ Contract Manager | BSc | 5 years | 1 |
| 2 | Civil/Irrigation Engineer | BSc | 5 years | 2 |
| 3 | Site Engineer/ Safety Supervisor | BSc | 3 Years | 2 |

The Bidder must demonstrate that it will have suitably qualified minimum Key Personnel, as described in the table above 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 III, Bidding Forms.The Contractor shall require the Employer’s consent to substitute or replace the Key Personnel as stipulated in Particular Conditions of Contract 9.1. |
| **ITB 5.5 (e)** | Minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, shall be ***8,300,000***..**Afghani**\*Bidder shall furnish Banker’s certificate on the relevant Form included in Section III, Bidding Forms. |
| **ITB 5.8** | Formula for available Bid Capacity:Available Bid Capacity of a Bidder = (A\*N\*1.5-B), whereA = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year in which Bids are opened at the rate of 5% per year), taking into account the completed as well as works-in-progress)N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year)B = Value (updated to the price level of the financial year in which Bids are opened at the rate of 5% per year) of existing commitments of on-going works to be completed during the intended completion time of the Contract for which this Bid has been invitedNote: Bidder should ensure that the statement on the Form CCC provided in Section III – to indicate the value of existing commitments of on-going works, intended completion period and the balance period available for in-time completion for each of the works should be countersigned by the Engineer in charge, not below the rank of a Regional Senior Engineer or equivalent. |
| **B. Contents of Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Employer’s address is:Attention: Mr.MohammadullahSahil, Procurement DirectorAddress: 3rd District, Jamal Mina, Kabul University Main Road City: KabulCountry: : AfghanistanTelephone: Tel. +*(93) (020) 292 22 44*Facsimile number: Electronic mail address: *mohammadullah.sahil@mail.gov.af**Cc to:*rahim.fahim@gmail.com ,khyber.massoudy@mail.gov.af |
| **ITB 7.1** | Requests for clarification should be received by the Employer no later than: 15days (Fifteen days) |
| **ITB 7.1**  | Web page:www.npa.gov.af and [www.mail.gov.af](http://www.km.gov.af) |
| **ITB 7.4** | A Pre-Bid meeting shall take place. Time/Date: ***January, 02, 2021*** at 10:00 a.m. (Kabul Local Time) Place: Ministry of Agriculture, Irrigation and Livestock, Procurement Directorate,Street No. 3rd District, Jamal Mina, Kabul University Main RoadKabul, AfghanistanA site visit conducted by the Employer shall be organized on the same day of pre-bid meeting |
| **C. Preparation of Bids** |
| ITB 10.1 | The language of the bid is: EnglishAll correspondence exchanged shall be in English language.Language for translation of supporting documents and printed literature is English. |
| **ITB 11.1 (b)** | The following schedules shall be submitted with the Bid:Priced Bill of Quantities, Mobilization Schedule, Construction Schedule, and all other Forms included in Section III – Bidding Forms, duly filled in to evidence bidder’s compliance with the Qualification Criteria specified in the ITB and BDS sections. |
| ITB 11.1 (i) | The Bidder shall submit the following additional documents: Work Methodology |
| **ITB 13.1** | Alternative bids shall not be considered. |
| **ITB 13.2** | Alternative times for completion shall not be considered. |
| **ITB 13.4** | Alternative technical solutions shall not be permitted. |
| **ITB 14.5** | Prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.  |
| **ITB 15.1** | The prices shall be quoted by the bidder entirely in **Afghani.** |
| **ITB 18.1** | The Bid validity period shall be 90 days. |
| **ITB 18.3 (a)** | The Bid price shall be adjusted by the following factor: Not Applicable  |
| **ITB 19.1** | Bid shall include a Bid-Securing declaration form using the form indicated in Section III - Bidding Forms. |
| **ITB 19.3 (d)** | Any other type of bid security including ‘cash’ is not acceptable. |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is**:**Two. |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**Power of Attorney. |
| **D. Submission and Opening of Bids** |
| **ITB 22.1**  | For **Bid submission purposes**only, the Employer’s address is: Attention: Mr.MohammadullahSahil, Procurement DirectorAddress:3rd District, Jamal Mina, Kabul University Main Road City: KabulCountry: AfghanistanTelephone: Tel. +*(93) (020) 292 22 44*Facsimile number: Electronic mail address: *mohammadullah.sahil@mail.gov.af**Cc to:*rahim.fahim@gmail.com khyber.massoudy@mail.gov.afThe deadline for Bid submission is: Date: ***January, 19, 2021***Time:10:00 Am. (Kabul Local Time) In the event of the specified deadline for bid submission being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.Bidders **shall not** have the option of submitting their Bids electronically. |
| **ITB 25.1** | The Bid opening shall take place at: Street Address: 3rd District, Jamal Mina, Kabul University Main Road City: KabulCountry: AfghanistanDate: ***January, 19, 2021***Time: 10:00 Am. (Kabul Local Time)In the event of the specified date of bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. |
| **ITB 25.6** | The Letter of Bid and Priced Bill of Quantities shallbe initialed by the representatives of the Employer conducting the Bid opening. Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer. |
| **E. Evaluation and Comparison of Bids** |
| **ITB 30.3** | 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. |
| **ITB 32.1** | Not applicable, as bid prices shall be quoted only in Afghani as stipulated in BDS against ITB 15.1. |
| **ITB 33.1** | A margin of preference shall not apply. |
| **ITB 34.2** | There are no specialized parts of the Works, which are required to be executed by the Specialized Subcontractors.  |
| **ITB 34.3** | (a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is25% of the total contract amount. (b) Bidders planning to subcontract more than 10% of total contract amount 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. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.(c) Sub-contractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria. |
| **ITB 35.2 (d)** | **Not applicable;** because prices shall be quoted entirely in Afghani in accordance with BDS ITB 15.1. |
| **F.** **Award of Contract** |
| **ITB 45.3** | The Contract Award Notice shall be published in the following website(s):NPA’s website: [www.ageops.net](http://www.ageops.net)Procuring Entity’s website: [www.mail.gov.af](http://www.km.gov.af) |
| **ITB 49** | The Adjudicator proposed by the Employer is***:*** The Adjudicator proposed by the Employer is***:*** The adjudicator will be nominated by the **Afghanistan Center for Commercial Dispute Resolution*]*.** The Adjudicator will be paid at the rate of Afghani maximum 5000 per day of effective hearing. Boarding, lodging and travel expenses will be paid as per actuals provided such expenses are reasonable.***[Minimum 5,000 per day “The exact amount to be determined”.]***The biographical data of the proposed Adjudicator is as follows: [To be determined] |
| **ITB 50.1** | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:**For the attention**: *MohammadullahSahil***Title/position**: *Procurement Director***Employer**: *Ministry of Agriculture, Irrigation and Livestock, Procurement Directorate,***Email address***:**mohammadullah.sahil@mail.gov.af**Cc to:*rahim.fahim@gmail.comIn summary, a Procurement-related Complaint may challenge any of the following:1. the terms of the Bidding Documents; and
2. The Employer’s decision to award the contract.
 |

Section III - Bidding Forms

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Letter of Bid

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

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

**RFB No.:** []

To: **[]**

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with 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 havenot been suspended nor declared ineligible by the Employer based on execution of a Bid-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 Price**: The total price of our Bid, excluding any discounts offered in item (f) below is: ....................................

*[Insert the total price of the Bid in words and figures, indicating 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. **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Bid is accepted, we commit to obtain a performance security 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. **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.”)*

1. **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;
2. **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
3. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
4. **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

***[or]***

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

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

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

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

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

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

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

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

Schedules

Bill of Quantities

|  |
| --- |
| **Section IX Of Bidding Documents(BOQs For Package # (B089,B063)** |
| **BOQ for Improvement of Qazel Qala Ishanha scheme (B089) & Joy Shahri Kuhna scheme (B063) Irrigation Schemes** |
| **S.No** | **Code** | **Detail Description for bidding document**  | **Unit** | **Quantity** | **Total Quantity** | **Unit Rate (In Afghani)** | **Line Item Amount (In Afghani)** |
| **B089** | **B063** | **In Figure**  | **In Word** |
| 1 | 0.1 MOB | Mobilization shall include all activities and associated tasks for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the construction site | LS | 1.00 | 1.00 |   |   |   |
| 2 | 0.2 EXC | Provide all necessary materials, Tools, equipments and labors for Excavation in ordinary soil ( in Canal/River bed etc.) including dewatering and preparing site for construction works and primary cleanning of the area from shrubs, unnecessary trees,waste , surplus materials and Demolition of exsiting structutres.  | m³ | 2,392.96 | 5,511.65 | 7,904.61 |   |   |   |
| 3 | 0.3 BACKFILL | Provide Compactable (suitable) material for bed and embankment of canal for backfilling with selected material from excavation or borrow pits from approved source including compaction to( 80-90)% of modified proctor in layers not more than 15 cm thick in accordance to the relevant designed drawing and technical specification and with Satisfication of EATS Field Supervisor. | m³ | 970.38 | 1,904.14 | 2,874.52 |   |   |   |
| 4 | 0.4 STMASON 1:4 | Providing and laying stonne masonry from approved mountain stone with cement sand mortar 1:4 (Type B) as per relevant design drawings, technical Specification and with Satisfication of EATS Field Supervisor. | m³ | 930.65 | 161.41 | 1,092.07 |   |   |   |
| 5 | 0.5PointingM3 | Surfacing and Pointing of Stone Masonry with 1: 3 Cement Sand Mortar including material, labor, scaffolding, curing, etc in accordance to the drawings, specification and complete satisfaction of the site engineer. | m2 | 1,493.06 | 332.95 | 1,826.01 |   |   |   |
| 6 | 0.6PCCM200 | Supplying, placing, compacting and curing PCC Class M15 (1:1.5:2 including formworks, contraction and expansion joints sealing works as per relevant drawings, specification and to the complete satisfaction of the site engineer. | m³ | 1,155.22 | 3,075.05 | 4,230.27 |   |   |   |
| 7 | 0.7RCCM20 | Supplying, placing, compacting and curing of RCC class M20 (1:1.5:3) including steel reinforcement and formworks as per the drawing ,specification and to the complete satisfaction of the site engineer. | m³ | 6.25 | 14.18 | 20.43 |   |   |   |
| 8 | 0.8Gravel | Supplying, laying and compacting Gravel/Boulders of approved quality (size 40mm) under PCC on the bottom of the foundation in accordance to the relevant drawings, specification and as per the complete satisfaction of the site engineer | m³ | 532.11 | 1,131.99 | 1,664.10 |   |   |   |
| 9 | 0.9SteelGate S | Supply/Fabrication and Installation of Steel Gate including three coats of enamel paint (one coat of red-oxide + two coat of enamel paint), labor and material complete in all respect as per relevant drawing/specification and complete satisfaction of the Site Engineer. | m2 | 8.37 | 11.68 | 20.05 |   |   |   |
| 10 | 10.SteelGate V | Steel metal check gates and field turnout, profficinally welded and bolted as per drawings and specification including two coat antirust and one caot enamel paint per drawing. Satisfaction of site engineer is mandatory.note: For the Drawing which are turnout structure without drope be use check (50\*50\*2mm profile used for frame suport) in main canal  | m2 | 7.08 | 31.82 | 38.90 |   |   |   |
| 11 | 11.PVCWaterStopperjoint | Construction of joints at every (..) m with 20 cm wide PVC water stop and (…) cm thick cork filling including all material and labor all as per relevant drawing, specification and complete satisfaction of the site engineer  | m | 298.56 | 719.32 | 1,017.88 |   |   |   |
| 12 | 12.BitumenJoint | Expansion and construciton joints should be full-depth, full-width joints placed at regular intervals (24m) along the canal path with contraction joints(at regular intervals 2m) in between. The joints should be planned ahead and marked clearly on the formwork as per relevant drawing and direction of site engineer. | m³ | 1.56 | 3.28 | 4.84 |   |   |   |
| 13 | 13.SCleaning | Site Cleaning : Removal of all dispositive construction waste, material as per the instruction of site engineer | LS | 1.00 | 1.00 |   |   |   |
| 14 | 14.Ssboard | Supply and installation of sign board as per standard drawing, complete in all respect including marble stone, pedestal,steel etc to the complete satisfaction of the site engineer. | Pcs | 1.00 | 1.00 |   |   |   |
| 15 | 15.Gabion Works | Filling gabion boxes (1m thick) and gabion 1m\*1m\*1m) with diaphragm,6\*8 opening,3mm wire mesh,4mm fram around the box with stone | m³ | 76.50 | 0.00 | 76.50 |   |   |   |
| 16 | 16.DemMob | Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site | LS | 1.00 | 1.00 |   |   |   |
| 17 | 17.ESMProv | • The Safeguard Officer has to review and reconfirm that the pre- work start meeting on the ESMF lump-sum payment claims, certificates, payments and the Contractor’s progress and satisfactory;• The Safeguard Officer has to promptly assess a payment claim from a review of contractor’s progress payment claim (shall include PPE, Erosion control Reforestation, Erosion Control/Landslide stabilization, Restoration of wall, Grave yard, water bodies;• The signed payment certificate and supporting documentation to be forwarded for verification the regional manager; • The Contractor has to prepares a draft payment claim, based on the Safeguard Officer guidance;• The Contractor has to provide any additional evidence to support a payment claim if requested by the Safeguard Officer; and• The Contractor has to provide a statement of work, which is completed in substitution for any certification, the statement to be attached to the payment claim. | LS | 1.00 | 1.00 |   |   | **625,835** |
| **Grant Total (To be carried in Bid Form)--->** |
| **Total amount in Words (In Afghani):** |
| 1. We understand that we will be responsible for (a) the mobilization/demobilisation and (b) the protection of works. |
| 2. The descriptions/specifications, units and quantities of various items of works shown above are same as given in the BOQ attached with the bidding document and discrepancy, if any, may be due to typographical error/oversight and therefore we agree to execute the works in accordance with these and/or approved drawings and technical specifications. |
| 3. Local Taxes like BRT are included in the quoted price. We understand that EATS shall deduct BRT from total amount before making payment as per the rates applicable at that time. |
| **Name,Stamp and Signature of the bidder** |

Schedule of Adjustment Data

|  |
| --- |
| *[Where the time for completion of the contract exceeds eighteen (18) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labor and material components. In such cases price adjustment will be applicable in accordance with GCC 45. Employer has to provide details in the PCC section under GCC 45.1.**Where Contracts are of a shorter duration than eighteen (18) months or in cases where there is to be no Price Adjustment, the following provision shall not be included.]* |

Base Date: For the purpose of Price Adjustment Clause and this Schedule, ‘Base Date’ shall be the date 28 days prior to the deadline for submission of bids for the contract.

The Bidder shall indicate (a) Bidder’s Local Currency Amount corresponding to each index and (b) its proposed weightings for various Indices within the range indicated by the Employer for the respective Indices such that the total weighting = 1.00.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index****Code** | **Index Description** | **Source of Index**  | **Base Value****and Date** | **Bidder’s****Local Currency Amount** | **Bidder’s****Proposed****Weighting** |
|  | Nonadjustable | — | — | — | a: 0.15b: \*c: \*d: \*e: \* |
|  |  |  | **Total** |  | **1.00** |

*[\* Employer should fill in details of the Index Codes, Index description, Source of Index, Base Value and Date of the Index, and also specify b, c, d and e………….. as a range of values representing the components of estimated cost corresponding to respective Indices.]*

Forms of Bid Security

Form of Bid Security - Bank Guarantee

**(Not Applicable)**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the* Employer*]*

**Request for Bids No:** *[Insert reference number for the Request for Bids]*

**Date:** [*Insert date of issue]*

**BID GUARANTEE No.:***[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. [*insert number*] (“theRFB”).

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 *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary’s complying supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has withdrawn its Bid during the period of Bid validity specified by the Applicantin the 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 period of Bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance securityin accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicantis the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicantis 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(s)]*

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

Form of Bid-Securing Declaration

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

RFB No.: *[insert number of biddingprocess]*

To: *[insert complete name of Employer]*

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 biddingin any contract with the Employer for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the 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 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**\*** *[insert complete name of person signing the Bid]*

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

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

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

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

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

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

Technical Proposal

Technical Proposal Forms

* **Personnel**
* **Equipment**
* **Site Organization**
* **Method Statement**
* **Mobilization Schedule**
* **Construction Schedule**
* **Others**

Forms for Personnel

**Form PER – 1: Proposed Personnel**

Bidders should provide the names of suitably qualified Key Personnel to perform the Contract keeping in view the specified requirements for each of the positions listed in BDS ITB 5.5 (d). The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Key Personnel**

|  |  |
| --- | --- |
| **1.** | **Title of position** |
|  | **Name**  |
| **2.** | **Title of position** |
|  | **Name**  |
| **3.** | **Title of position** |
|  | **Name**  |
| **4.** | **Title of position** |
|  | **Name**  |
| **5.** | **Title of position** |
|  | **Name**  |
| **6.** | **Title of position** |
|  | **Name**  |
| **etc.** | **Title of position** |
|  | **Name** |

**Form PER – 2: Resume of ProposedPersonnel**

The Bidder shall provide all the information requested below and the same shall be used for evaluation.

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

|  |
| --- |
| **Position\*** |
| **Personnel information** | **Name \*** | **Date of birth** |
|  | **Professional qualifications** |
| **Present employment** | **Name of** Employer |
|  | **Address of** Employer |
|  | **Telephone** | **Contact (manager / personnel officer)** |
|  | **Fax** | **E-mail** |
|  | **Job title** | **Years with present** Employer |

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

|  |  |  |
| --- | --- | --- |
| From\* | To\* | Company, Project, Position, and Relevant Technical and Management Experience\* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

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

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

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

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

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

Forms for 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 BDS ITB 5.5 (c). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

|  |
| --- |
| **Type 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 equipment** **o Owned o Rented o Leased o Specially manufactured** |

The following information shall be provided only for equipment not 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** |
|  |  |
|  |  |

Site Organization

*[Insert Site Organization information]*

Method Statement

*[insert Method Statement]*

Mobilization Schedule

*[insert Mobilization Schedule]*

Construction Schedule

*[insert Construction Schedule]*

Others

Bidder’s Qualification

To establish its qualifications to perform the contract in accordance with ITB 5 (Qualification of the Bidder), 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 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Bidder'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. |

Form ELI -1.2: Information Form for JV Bidders

(tobe completed for each member of Joint Venture)

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

|  |
| --- |
| Bidder’s Joint Venture name: |
| JVmember’sname: |
|  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 is not under the supervision of the Employer, in accordance with ITB 4.6.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

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

|  |
| --- |
| Non-Performed Contracts in accordance with ITB 5.5 (f) |
| 🞎 Contract non-performance did not occur during the last 5 years preceding the deadline for submission of bids, as specified in ITB 5.5 (f).🞎 Contract(s) not performed during the last 5 years preceding the deadline for submission of bids, as specified in ITB 5.5 (f). |
| **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 ITB 5.5 (f) |
| 🞎 No pending litigationduring the last 5 years preceding the deadline for submission of bids, as specified in ITB 5.5 (f). |
| 🞎 Pending litigation during the last 5 years preceding the deadline for submission of bids, as specified in ITB 5.5 (f). |

|  |  |  |  |
| --- | --- | --- | --- |
| **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 ITB 5.5 (f) |
| 🞎 No Litigation History during the last 5 years preceding the deadline for submission of bids, in accordance with ITB 5.5 (f).🞎 Litigation Historyduring the last 5 years preceding the deadline for submission of bids, in accordance with ITB 5.5 (f) 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 CCC: Current Contract Commitments / Works in Progress

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of contract | Employer, contact address/tel/fax | Value of outstanding work (current US$ equivalent) | Estimated completion date | Average monthly invoicing over last six months(US$/month) |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| etc. |  |  |  |  |

Form FIN – 3.1: Financial Situation and Performance

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*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 |  |  |  |  |  |

**2. Sources of Finance**

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

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

**3. Financial documents**

The Bidder and its parties shall provide copies of financial statements for the past 5 years pursuant to ITB 5.3 (f). 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[[4]](#footnote-6) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN - 3.2: Average Annual Construction Turnover

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture 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 ITB 5.5 (a)

Form FIN - 3.3: Financial Resources

**FORMAT FOR EVIDENCE OF ACCESS TO LIQUID ASSETS OR CREDIT FACILITIES**

**Reference: ITB 5.5 (e)**

 ***(The certificate should be given in this form only by a bank in Afghanistan. No substitute will be acceptable)***

This is to certify that M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the works, namely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (financed by the World Bank) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Afghani …………………. to meet their capital requirements for executing the above contract.

Name of Bank Manager

Senior Bank Manager

Address of the Bank

|  |
| --- |
| **\* Change the text as follows for Joint venture:***[Separate certificates on the following format should be given by each JV partner in proportion to its financial participation in the JV.]*This is to certify that M/s. ………………………………. who has formed a JV with M/s. …………………………. and M/s. ……………………………..for participating in this bid, is a reputed company with a good financial standing.If the contract for the work, namely ………………………………………………(financed by the World Bank) is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Afghani …………… to meet the working capital requirements for executing the above contract. |

Form EXP - 4.1: Specific Construction and Contract Management Experience

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture 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 subcontractor, specify participation in total Contract amount |  |  | *\** |
| Employer's Name: |  |
| Address:Telephone/fax numberE-mail: |  |

**Form EXP - 4.1 (continued)**

**Specific Construction and Contract Management Experience (continued)**

|  |  |
| --- | --- |
| **Similar Contract No.** | **Information** |
| Description of the similarity in accordance with ITB 5.5 (b) |  |
| 1. Amount |  |
| 2. Physical size of required works items |  |
| 3. Complexity |  |
| 4. Methods/Technology |  |
| 5. Construction rate for key activities |  |
| 6. Other Characteristics |  |
| Employer’s Name: |  |
| Address:Telephone/fax numberE-mail: |  |

|  |  |
| --- | --- |
|  | **Information** |
| Employer’s Name: |  |
| Address:Telephone/fax numberE-mail: |  |

 Section IV - Eligible Countries

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

In reference to ITB 4.8, and 4.11, 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 4.11  *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITB 4.8(b) and 4.11 *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section V - Fraud and Corruption

**(Section V 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;[[5]](#footnote-7) (ii) to be a nominated[[6]](#footnote-8) 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[[7]](#footnote-9) 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.

PART 2 – Works’Requirements

Section VI -Works’Requirements

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Specifications

***[Insert Specifications here. Guidance Notes given below should be deleted from the final bidding documents.]***

***[Guidance Notes:***

*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 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 sustainable procurement technical requirements 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]***

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

PART 3 – Conditions of Contract and Contract Forms

Section VII - General Conditions of Contract

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**General Conditions of Contract**

A. General

|  |  |
| --- | --- |
| 1. Definitions
 | * 1. Boldface type is used to identify defined terms.
1. The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
2. The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
3. The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
4. Bank means the financing institution **named in the PCC**.
5. Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
6. Compensation Events are those defined in GCC Clause 42 hereunder.
7. The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
8. The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
9. The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
10. The Contractor’s Bid is the completed bidding document submitted by the Contractor to the Employer.
11. The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
12. Days are calendar days; months are calendar months.
13. Dayworks are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
14. A Defect is any part of the Works not completed in accordance with the Contract.
15. The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
16. The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
17. Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
18. The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
19. Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
20. “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
21. The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.
22. The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
23. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
24. Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
25. The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
26. PCC means Particular Conditions of Contract.
27. The Site is the area **defined as such in the PCC**.
28. Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
29. Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
30. The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
31. A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
32. Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
33. A Variation is an instruction given by the Project Manager which varies the Works.
34. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
 |
| 1. Interpretation
 | * 1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
	2. If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	3. The documents forming the Contract shall be interpreted in the following order of priority:
1. Agreement,
2. Letter of Acceptance,
3. Contractor’s Bid,
4. Particular Conditions of Contract,
5. General Conditions of Contract, including Appendix,
6. Specifications,
7. Drawings,
8. Bill of Quantities, and
9. any other document **listed in the PCC** as forming part of the Contract.
 |
| 1. Language and Law
 | * 1. The language of the Contract and the law governing the Contract are **stated in the PCC**.
	2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s Country when

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  |
| 1. Project Manager’s Decisions
 | * 1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
 |
| 1. Delegation
 | * 1. Unless otherwise **specified in the PCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
 |
| 1. Communica­tions
 | * 1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
 |
| 1. Subcontracting
 | * 1. The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.
 |
| 1. Other Contractors
 | * 1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractorsand shall notify the Contractor of any such modification.
 |
| 1. Personnel and Equipment
 | * 1. The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
	2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
	3. If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
 |
| 1. Employer’s and Contractor’s Risks
 | * 1. The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.
 |
| 1. Employer’s Risks
 | * 1. From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:
1. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
	1. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
	2. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
2. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
	1. From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to
3. a Defect which existed on the Completion Date,
4. an event occurring before the Completion Date, which was not itself an Employer’s risk, or
5. the activities of the Contractor on the Site after the Completion Date.
 |
| 1. Contractor’s Risks
 | 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are Contractor’s risks. |
| 1. Insurance
 | * 1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:
1. loss of or damage to the Works, Plant, and Materials;
2. loss of or damage to Equipment;
3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
4. personal injury or death.
	1. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	2. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	3. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
	4. Both parties shall comply with any conditions of the insurance policies.
 |
| 1. Site Data
 | * 1. The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
 |
| 1. Contractor to Construct the Works
 | * 1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
 |
| 1. The Works to Be Completed by the Intended Completion Date
 | * 1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
 |
| 1. Approval by the Project Manager
 | * 1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	2. The Contractor shall be responsible for design of Temporary Works.
	3. The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.
	4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
 |
| 1. Safety
 | * 1. The Contractor shall be responsible for the safety of all activities on the Site.
 |
| 1. Discoveries
 | * 1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.
 |
| 1. Possession of the Site
 | * 1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
 |
| 1. Access to the Site
 | * 1. The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
 |
| 1. Instructions, Inspections and Audits
 | * 1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	2. The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
	3. Pursuant to paragraph 2.2 e. of Appendix to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to theprocurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
 |
| 1. Appointment of the Adjudicator
 | * 1. The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
	2. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
 |
| 1. Procedure for Disputes
 | * 1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager’s decision.
	2. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	3. The Adjudicator shall be paid by the hour at the **rate specified in thePCC,** together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.
	4. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specifiedin the PCC.**
 |
| 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 Appendix to the GCC.
	2. The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
 |

B. Time Control

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| --- | --- |
| 1. Program
 | * 1. Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
	2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	3. The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
	4. The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
 |
| 1. Extension of the Intended Completion Date
 | * 1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
 |
| 1. Acceleration
 | * 1. When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
	2. If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
 |
| 1. Delays Ordered by the Project Manager
 | * 1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
 |
| 1. Management Meetings
 | * 1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
 |
| 1. Early Warning
 | * 1. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
 |

C. Quality Control

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| 1. Identifying Defects
 | * 1. The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
 |
| 1. Tests
 | * 1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
 |
| 1. Correction of Defects
 | * 1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.
 |
| 1. Uncorrected Defects
 | * 1. If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
 |

D. Cost Control

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| 1. Contract Price
 | * 1. The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
 |
| 1. Changes in the Contract Price
 | * 1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
	2. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
 |
| 1. Variations
 | * 1. All Variations shall be included in updated Programsproduced by the Contractor.
	2. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	3. If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.
	4. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
	6. If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
 |
|  | * 1. Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and(c) a description of any effect(s) of the change on performance/functionality.The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:(a) accelerate the contract completion period; or(b) reduce the Contract Price or the life cycle costs to the Employer; or(c) improve the quality, efficiency, safety or sustainability of the Facilities; or(d) yield any other benefits to the Employer,without compromising the functionality of the Works.If the value engineering proposal is approved by the Employer and results in:(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price. |
| 1. Cash Flow Forecasts
 | * 1. When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
 |
| 1. Payment Certificates
 | * 1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	2. The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.
	3. The value of work executed shall be determined by the Project Manager.
	4. The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
	5. The value of work executed shall include the valuation of Variations and Compensation Events.
	6. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 |
| 1. Payments
 | * 1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
	2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
	4. Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
 |
| 1. Compensation Events
 | * 1. The following shall be Compensation Events:
1. The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
2. The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
3. The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
4. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
5. The Project Manager unreasonably does not approve a subcontract to be let.
6. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
7. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
8. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
9. The advance payment is delayed.
10. The effects on the Contractor of any of the Employer’s Risks.
11. The Project Manager unreasonably delays issuing a Certificate of Completion.
	1. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
	2. As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
	3. The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager.
 |
| 1. Tax
 | * 1. The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.
 |
| 1. Currencies
 | * 1. Where payments are made in currencies other than the currency of the Employer’s Country**specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.
 |
| 1. Price Adjustment
 | * 1. Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

**Pc = Ac + BcImc/Ioc**where: Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.” Ac and Bc are coefficients[[8]](#footnote-10)**specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”* 1. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
 |
| 1. Retention
 | * 1. The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
	2. Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.
 |
| 1. Liquidated Damages
 | * 1. The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
	2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.
 |
| 1. Bonus
 | * 1. The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
 |
| 1. Advance Payment
 | * 1. The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
 |
| 1. Securities
 | * 1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.
 |
| 1. Dayworks
 | * 1. If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
 |
| 1. Cost of Repairs
 | * 1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.
 |

E. Finishing the Contract

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| 1. Completion
 | * 1. The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
 |
| 1. Taking Over
 | * 1. The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.
 |
| 1. Final Account
 | * 1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
 |
| 1. Operating and Maintenance Manuals
 | * 1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**
	2. If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1**,** or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
 |
| 1. Termination
 | * 1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
 |
|  | * 1. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 |
|  | 1. the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
2. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
3. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
4. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
5. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
6. the Contractor does not maintain a Security, which is required;
7. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
8. if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendixto the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
 |
|  | * 1. Notwithstanding the above, the Employer may terminate the Contract for convenience.
 |
|  | * 1. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
 |
|  | * 1. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.
 |
| 1. Payment upon Termination
 | * 1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	2. If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
 |
| 1. Property
 | * 1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.
 |
| 1. Release from Performance
 | * 1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
 |
| 1. Suspension of Bank Loan or Credit
 | * 1. In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
1. The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank’s suspension notice.
2. If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.
 |

**APPENDIX**

**TO GENERAL CONDITIONS**

**Fraud and Corruption**

***(Text in this Appendix 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;[[9]](#footnote-11) (ii) to be a nominated[[10]](#footnote-12) 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[[11]](#footnote-13) 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.

Section VIII -Particular Conditions of Contract

*Except where otherwise specified, all Particular Conditions of Contract should be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.*

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| **A. General** |
| **GCC 1.1 (d)** | The financing institution is:**The World Bank** |
| **GCC 1.1 (r)** | The Employer is: **Government of the Islamic Republic of Afghanistan, Ministry of Agriculture, Irrigation and Livestock, Emergency Agriculture & Food Supply Project (EATS)** |
| **GCC 1.1 (v)** | The Intended Completion Date for the whole of the Works shall be:**12 calendar Months from Start date of works.** |
| **GCC 1.1 (y)** | The Project Manager is:Eng. Mr. Fahim RahimActing/ Project DirectorProject Management Unit3rd District, Jamal Mina, Kabul University Main RoadKabul, AfghanistanE-mail. rahim.fahim@gmail.com |
| **GCC 1.1 (aa)** | The Site is located at ***Located at Qazal Qala Village, Rustaq District and Located at Shahri Kohna Village Rustaq District of Takhar Province.***and is defined in drawings  |
| **GCC 1.1 (dd)** | The Start Date shall be 14 days from the date of the Notice (letter) of the start of the work. |
| **GCC 1.1 (hh)** | The Works consist of:There will be one contract as such there will be no relation with other contractors. |
| **GCC 2.2** | Sectional Completions are: **Not Applicable** |
| **GCC 2.3(i)** | The following documents also form part of the Contract: * + - 1. Copy of MoCI registered license
			2. CV of the proposed Key Personal
			3. **Quality Assurance and Quality Control Manual**. This document sets out the procedures to be followed by the contractor for assuring and controlling the quality of works produced under MAIL/EATS.
			4. **Environmental Management and Safety Plan**. This document provides plans for environmental and safety management. The plans are to be implemented by the contractor for all works under MAIL/EATS.
 |
| **GCC 3.1**  | The language of the contract is **English.**The law that applies to the Contract is the **law of Islamic Republic of Afghanistan***.* |
| **GCC 8.1** | Schedule of other contractors: Nil  |
| **GCC 9.1** | **Key Personnel**GCC 9.1 is replaced with the following:* 1. Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

Key Personnel: Project/Contract Manager, Civil/ Irrigation Engineer,& Site Engineer/ Safety Supervisor |
| **GCC 13.1** | The minimum insurance amounts and deductibles shall be:

|  |  |  |  |
| --- | --- | --- | --- |
| SN | Description | Minimum cover for Insurance | Maximum deductible amount from claim amount |
| (1) | (2) | (3) | (4) |
| 1 | Works and Plant and Materials which are incorporated in works | Contract value  | Afghani 100,000. |
| 2 | Loss or damage to Construction Equipment | Value of the equipment | Afghani 250,000. |
| 3 | Other Property | Contract value | Afghani 250,000. |
| 4 | Personal injury or death:(a)for Contractor’s Employees (b)for other people | As per statutory requirements in AfghanistanTo be insured for minimum 5 events @ Afghani 2,000,000 per event; the value shall be restored automatically to 5 events on occurrence of an event. | NILNIL |

If the insurance is not available, the contractor may self-insure as above. An affidavit may be provided with details. |
| **GCC 14.1** | Site Data are: **Nil** |
| **GCC 20.1** | The Site Possession Date(s) shall be: 10 days from the date of the Contract Agreement. |
| **GCC 23.1 &****GCC 23.2** | Appointing Authority for the Adjudicator: ***Name of Adjudicator is proposed (will be nominated by Afghanistan Center for Commercial Dispute Resolution).*** |
| **GCC 24.3** | The Adjudicator will be paid at the rate of Afghani Maximum 5000 Afghanis per day of effective hearing. Boarding, lodging and travel expenses will be paid as per actuals provided such expenses are reasonable. *[Maximum 5000 AFN per day ]* |
| **GCC 24.4** | The arbitration shall be conducted in accordance with the arbitration procedures specified below:(a) In case of Dispute or difference arising between the Employer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by Afghanistan Chamber of Commerce and Investment “**ACCI”.**(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then Afghanistan Chamber of Commerce and Investment *“****ACCI*”**shall appoint the arbitrator. A certified copy of the order of the ***Afghanistan Chamber of Commerce and Investment “ACCI”****,* making such an appointment shall be furnished to each of the parties.(c) Arbitration proceedings shall be held at Kabul, Afghanistan, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English unless otherwise agreed by both the parties.(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.(e) Where the value of the contract is Afghani 150 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely ***Afghanistan Chamber of Commerce and Investment“ACCI”.***(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor/supplier by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings. |
| **B. Time Control** |
| **GCC 26.1** | The Contractor shall submit for approval a Program for the Works within 10 days from the date of the Letter of Acceptance.This program should be in adequate detail and generally conform to the program submitted along with the Bid. Deviations if any from that should be clearly explained and should be acceptable as satisfactory to the Project Manager. |
| **GCC 26.3** | The period between Program updates is 30 days.The amount to be withheld for late submission of an updated Program is Afghani 200,000. |
| **C. Quality Control** |
| **GCC 34.1** | The Defects Liability Period is: 12 months.  |
| **D. Cost Control** |
| **GCC 38.7** | Provisions related to Value Engineering do not apply. |
| **GCC 44.1** | The currency of the Employer’s country is Afghani and all payments shall be made in Afghani in which all bid/BOQ prices were required to be quoted. |
| **GCC 45.1** | The Contract not subject to price adjustment in accordance with GCC Clause 45. |
| **GCC 46.1** | The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price. |
| **GCC 47.1** | The liquidated damages for the whole of the Works are 0.1%percentage of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price. |
| **GCC 48.1** | The Bonus is not applicable. |
| **GCC 49.1** | The Advance Payments shall be ten (10) percent and shall be paid to the Contractor no later than 30 days upon receipt of invoice and Bank Guarantee for the advance payment. |
| **GCC 50.1** | The Performance Security is an unconditional on demand Bank Guarantee for an amount equal to 5 percent of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount.*[A* ***Bank Guarantee*** *shall be unconditional (on demand) (see Section IX, Contract Forms).]* |
| **E. Finishing the Contract** |
| **GCC 56.1** | Operating and Maintenance Manuals are required: No. “As built” drawings are required: YesThe date by which “as built” drawings are required is 30 days after issue of certificate of completion of works.“As built” drawings shall be provided in AutoCad format and A3 hard copy. |
| **GCC 56.2** | Substitute GCC 56.2 by the following:“56.2 If the Contractor does not supply the Drawings and/or Operating and Maintenance Manuals within 30 days after issue of certificate of completion of works**,** or they do not receive the Project Manager’s approval, the Project Manager shall withhold (3) percent of the final contract price from payments due to the Contractor. If the Contractor fails to submit Drawings and/or Operating and Maintenance Manuals duly approved by the Project Manager within 90 days after issue of certificate of completion of works**,** the said withheld amount will be forfeited by the Employer.”  |
| **GCC 57.2 (g)** | The maximum number of days is: 100 days  |
| **GCC 58.1** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is twenty (20) percent. |

Section IX - Contract Forms

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

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Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]**

**[*Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form*]**

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

***[IMPORTANT: insert the date on which this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**Notification of Intention to Award**

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

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

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | [*insert nameof successful Bidder*] |
| **Address:** | [*insert addressof the successful Bidder*] |
| **Contract price:** | [*insert contract priceof the successful Bid*] |

1. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid price was evaluated include the evaluated price as well as the Bid price as read out.]***

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Bid price** | **Evaluated Bid price** **(if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

1. **Reason/s why your Bid was unsuccessful**

|  |
| --- |
| ***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]*** |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Employer*]**Email address**: [*insert email address*]**Fax number**: [*insert fax number*] ***delete if not used***If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end. The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall besubmitted by midnight, [*insert date*] (local time).** Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Employer*]**Email address**: [*insert email address*]**Fax number**: [*insert fax number*] ***delete if not used***At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.Further information:For more information see the [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.In summary, there are four essential requirements:1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).
 |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended as stated in Section 4 above. |

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

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

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTIFICATION OF AWARD

Letter of Acceptance

***[on letterhead paper of the*** Employer***]***

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

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

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

This is to notify you that your Bid dated . . . . ***[insert date] . .*** . . for execution of the . . . . . . . . . ***.[insert name of the contract and identification number, as given in the PCC]***. . . . . . . . . . for the Accepted Contract Amount of . . . . . . . . ***.[insertamount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section IX -Contract Forms, of the bidding document.

***[Choose one of the following statements:]***

We accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert the name of Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator.

***[or]***

We do not accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert name of the Appointing Authority]***, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 48.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . . . . . . . . . . . . ., . . . . . . ., between . . . . . ***[name of the*** Employer***]***. . . . .. . . . . (hereinafter “the Employer”), of the one part, and . . . . . ***[name of the Contractor]***. . . . .(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as . . . . .***[name of the Contract]****. . . . .*should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

1. the Letter of Acceptance
2. the Letter of Bid
3. the addenda Nos \_\_\_\_\_\_\_\_(if any)
4. the Particular Conditions
5. the General Conditions of Contract, including appendix;
6. the Specification
7. the Drawings
8. Bill of Quantities;and
9. any other document **listed in the PCC** as forming part of the Contract;

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . [name of the borrowing country]. . . . .on the day, month and year specified above.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by: |  | Signed by: |  |
| for and on behalf of the Employer | for and on behalf the Contractor |
| in the presence of: |  | in the presence of: |  |
| Witness, Name, Signature, Address, Date | Witness, Name, Signature, Address, Date |

Performance Security- Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of* Employer*]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of \_ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor,hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_\_) *[insert amount in words]*,[[12]](#footnote-14)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[13]](#footnote-15)2, and any demand for payment under it must be received by us at this 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, except that the supporting statement under Article 15(a) is hereby excluded.

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

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

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:***[Insert name and Address of* Employer*]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor,hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*() *[insert amount in words][[14]](#footnote-16)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
		2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,[[15]](#footnote-17)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

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

1. Non-performance, 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-3)
2. 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-4)
3. 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)
4. 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-6)
5. 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-7)
6. 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-8)
7. 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-9)
8. The sum of the two coefficients Ac and Bc should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [↑](#footnote-ref-10)
9. 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-11)
10. 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-12)
11. 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-13)
12. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated in the currency(ies) of the Contract.* [↑](#footnote-ref-14)
13. *2 Insert the date twenty-eight days after the expected completion dateas described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-15)
14. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract.* [↑](#footnote-ref-16)
15. 2 *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-17)