

NR13 SOUTH PROCUREMENT DOCUMENT

**Lao PDR, Ministry of Public Works and Transport
Department of Roads**

Request for Bids

**Output and Performance-Based Road Contracts for
NR13 South Improvement and Maintenance
(Two-Envelope, Without Prequalification)**

Package2:

**Improvement and Maintenance
of the National Road 13 South, Section
(Length 79 km) from (KM 111+000)
to (KM 190+000) in Bolikhamxay Province.**

PART 1: Bidding Procedures

Employer: Department of Roads, Ministry of Public Works and Transport

Project: Lao National Road 13 South

Contract title: National Road 13 South Improvement and Maintenance

Country: Lao PDR

Credit No.: 2019-0324

RFB No: OPBRC 002/2020

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PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders

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Section I. - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Request for Bids indicated **in the Bid Data Sheet (BDS)**, the Employer, as indicated **in the BDS**, issues this bidding document for the procurement of Works and Services as listed below for the award of an **Output- and Performance-based Road Contract (OPBRC)**. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS**. The Works and Services under the OPBRC will cover the Road indicated **in the BDS** and will consist of:
- (a) Maintenance Services or “Services” consisting of all interventions on the Roads which are to be carried out by the contractor to achieve and keep the Road performance standards defined by the Service Level included in Section VII, Specifications for Works and Services of this bidding document, and all activities related to the management and evaluation of the road network under contract;
 - (b) Rehabilitation Works, when requested **in the BDS** for the sections of the Road(s) indicated **in the BDS**, consisting of specific types of civil works described in the Specifications;
 - (c) Improvement Works, when requested **in the BDS**, consisting of a set of specific interventions indicated in the Specifications to add new characteristics to the Roads in response to existing or new traffic and safety or other considerations;
 - (d) Works consisting of activities needed to reinstate the Roads and reconstruct their structure or their right of way which has been damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding, and earthquakes.
- 1.2 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 electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a

working day of the Borrower. It excludes the Borrower's official public holidays; and

- (d) "ESHS" means Environment, Social, Health and Safety requirements to be undertaken by contractor during construction of works to mitigate potential risks and impacts on environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)) and violence against children (VAC), health and safety. The ESHS obligations under the contract comprise the Contractor's Environmental and Social Management Plan (C-ESMP) including occupational health and safety (OHS) and the Code of Conduct (COC) on gender-based violence and violence against children.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated **in the BDS** has applied for or received financing (hereinafter called "funds") from the European Investment Bank (hereinafter called "the Bank¹") toward the cost of the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2 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).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the EIB Fraud and Corruption policies and their prevailing sanctions policies and procedures as set forth in the EIB's Sanctions Framework, as set forth in Section V.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

¹ Depending on the financing institution as indicated in ITB2.1 of the Bid Data Sheet, "the Bank" refers to the European Investment Bank (EIB).

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities 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.

4.2 A Bidder shall not have a conflict of interest². Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- (e) 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
- (f) 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; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the

² Refer to §1.5 of the EIB's Guide to Procurement

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 unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

- 4.3 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.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the EIB Fraud and Corruption policies, and in accordance with its prevailing sanctions policies and procedures as set forth therein 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.
- 4.6 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.
- 4.7 Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of

goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

- 4.9 This Bidding is open only to prequalified Bidders if so specified **in the BDS**.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 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; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process

5. Eligible Materials Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Works and Services' Requirements

- Section VII - Specifications

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions
- Section IX - Particular Conditions
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to the prequalified Bidders, as the case may be, issued by the Employer is not part of the bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

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

- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address indicated **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the period specified **in the BDS** prior to the deadline for submission of Bids. 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 Employer deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and **ITB 22.2**.

- 7.2 The Bidder is advised to visit and examine the Site of the Roads and its surroundings and obtain for itself and 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 of the Roads shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to visit the Roads and surrounding 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.
- 7.4 If so provided **in the BDS**, the Bidder's designated representative is required to attend a pre-Bid meeting and/or a Site of the Roads' 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.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.
- 7.7 Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 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.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the 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.
- 11. Documents Comprising the Bid** 11.1 The bid shall comprise two parts, namely Technical Part and Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".
- 11.2 The **Technical Part** shall contain the following:
- (a) **Letter of Bid– Technical Part**, prepared in accordance with ITB 12;
 - (b) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
 - (c) **Alternative Bid– Technical Part**, if permissible, in accordance with ITB 13, the **Technical Part** of any Alternative Bid;
 - (d) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (e) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications, or continued qualified status, as the case may be, to perform the Contract if its Bid is accepted;
 - (f) **Conformity**: a technical proposal in accordance with ITB 16;
 - (g) any other document required **in the BDS**.
- 11.3 The **Financial Part** shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Bill of Quantities or Activity Schedule** completed in accordance with ITB 12 and ITB 14 as specified **in the BDS**;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- (d) any other document required **in the BDS**.

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

11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.

11.6 The Bidder shall furnish in the Letter of Bid– Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid, and Schedules

12.1 The Letter of Bid–Technical Part, Letter of Bid - Financial Part and Priced Activity Schedules, including the Bills of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for reaching the required Service Levels or for the completion of Rehabilitation or Improvement Works are explicitly invited, a statement to that effect will be included **in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the 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.

- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Rehabilitation and/or Improvement Works, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Works and Services' Requirements.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid– Financial Part and in the Priced Activity Schedule or Bills of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works and Services described in the Bills 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 Bills of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Bid– Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid– Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided **in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be

submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

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

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Summary of Payment Currency Schedule, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work and services' requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid- Technical Part, included in Section IV, Bidding Forms.

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.3 If a margin of preference applies as specified in accordance with **ITB 37.1**, 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 37.1.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the 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). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 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.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified **in the BDS**.

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

19.3 The Bid Security shall be a demand guarantee at the Bidder's option, in any of the following forms:

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

from a reputable source from an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the

original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to **ITB 49**.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
- 19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with **ITB 48**; or
 - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with **ITB 49**.
- 19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted 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 referred to in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or

- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with **ITB 49**; or
 - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with **ITB 50**;

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly 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.
- 20.4 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.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission of Bids

21. Sealing and Marking of Bids

The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.

In addition, the Bidder shall submit copies of the Bid in the number **specified in ITB 20.1**. Copies of the Technical Part shall be placed in a separate sealed envelope marked

“COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES:SECOND ENVELOPE: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.

If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “SECOND ENVELOPE: ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “SECOND ENVELOPE:ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

All inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with **ITB 22.1**;
- (c) bear the specific identification of this Bidding process indicated in **ITB 1.1**; and
- (d) bear a warning not to open before the time and date for Bid opening.

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.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 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.

23. Late Bids

23.1 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.

24. Withdrawal Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an 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 withdrawals 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.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid Form or any extension thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

25.1 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. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with **ITB 22.1**, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be **opened**, but **returned** to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 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.

- 25.4 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.
- 25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder; the presence or absence of a Bid Security, if required; and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Bids, alternative Bids- Technical Parts that are opened and read out at Bid opening shall be considered further. The Letter of Bid- Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**).
- 25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART”;
 - (c) if applicable, any Alternative Bid – Technical Part;
 - (d) the presence or absence of a Bid Security, if one was required.
- 25.9 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.

F. Evaluation of Bids– General Provisions

26. Confidentiality

26.1 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 such process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with **ITB 44**.

26.2 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.

26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it may do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with **ITB 35**.

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

28. Deviations, Reservations, and Omissions

28.1 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.

**29. Nonmaterial
Nonconformities**

- 29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that a Bid is substantially responsive pursuant to **ITB 31**, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price. To this effect, the Bid price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**.

G. Evaluation of Technical Parts of Bids

**30. Evaluation of
Technical Parts**

- 30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

**31. Determination of
Responsiveness**

- 31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 31.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with **ITB 16**, Technical Proposal, in particular, to confirm that all requirements of Section VII, Specifications for Works and Services have been met without any material deviation, reservation or omission.

31.4 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.

32. Qualification of the Bidder

32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the Bid qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 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 BDS, PC12.1 lists those works and services that may be subcontracted), or any other firm different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening.

H. Public Opening of Financial Parts of Bids

33. Public Opening of Financial Parts

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

- a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
- c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART".

33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all

Qualifying Criteria, advising them of the following information:

- a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and
- c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” **as specified in the BDS.**

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.

33.4 At this public opening the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner **specified in the BDS.**

33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.

33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidders whose Financial Part was opened;

- (b) the Bid price, per lot (contract) if applicable, including any discounts; and
- (c) if applicable, any Alternative Bid – Financial Part.

33.8 The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Parts of Bids

34. Evaluation of Financial Parts

34.1 To evaluate a Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities;
- (b) price adjustment for correction of arithmetic errors in accordance with **ITB 35.1**;
- (c) price adjustment due to discounts offered in accordance with **ITB 14.4**;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 36**;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 29.3**; and
- (f) the additional evaluation factors specified **in the BDS** and Section III, Evaluation and Qualification Criteria.

34.2 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.

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

34.4 The price of the Rehabilitation and Improvement Works included in each Bid shall not be higher than the threshold indicated **in the BDS**. If the Bidder estimates that its costs for the Rehabilitation and Improvement Works are higher than the threshold indicated in the BDS, it shall include the portion above the threshold in

its price for the Maintenance Services. If the Bid price in the Most Advantageous Bid is above the threshold indicated **in the BDS** for the Rehabilitation and Improvement Works, the Employer may reject the Bid.

35. Correction of Arithmetical Errors

35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

- (a) 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.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 35.1**, shall result in the rejection of the Bid.

36. Conversion to Single Currency

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

37. Margin of Preference

37.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders³ shall not apply.

38. Comparison of Financial Parts

38.1 The Employer shall compare the evaluated costs of Financial Parts of the Bids in accordance with **ITB 34.2** to determine the Bid that has the lowest evaluated cost.

38.2 After application of the criteria established in **ITB 34.1 to ITB 34.5**, the Evaluated Bid Price for comparison of Bids will be:

- (a) the lump-sum price offered by the Bidder for the Operation and Maintenance Services; plus

³An 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.

- (b) the lump-sum price offered by the Bidder for the Rehabilitation Works, if the bidding document requires prices for this type of works; plus
- (c) the total price of the priced Bill of Quantities for the Improvement Works, if the bidding document requires prices for this type of works; plus
- (d) the total price of the priced Bill of Quantities for the Emergency Works.

39. Abnormally Low Bids

39.1 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.

39.2 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.

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

40. Unbalanced Bids or Front Loaded

40.1 If the Bid that is evaluated as the lowest evaluated cost is, 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.

40.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) 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
- (c) reject the Bid.

41. Most Advantageous Bid

41.1 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:

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

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

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

**43. Standstill
Period**

43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder 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.

**44. Notice of
Intention to
Award**

44.1 The Employer shall send to 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:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

J. Award of Contract

45. Award Criteria

45.1 Subject to **ITB 42**, 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.

46. Notification of Award

46.1 Prior to the expiry of the Bid Validity Period and upon expiry of the Standstill Period specified in **ITB 43.1** or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (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”).

46.2 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:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefore;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in **BDS ITB 48.1**.

46.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

47. Debriefing by the Employer

47.1 On receipt of the Employer’s Notification of Intention to Award referred to in **ITB 44.1**, 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.

47.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5)

Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

47.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

48. Signing of Contract

48.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the **BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

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

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in the **BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the Conditions of Contract, subject to **ITB 40.2 (b)**, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been verified by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or sign the Contract 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.

**50. Procurement
Related
Complaint**

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

Section II - Bid Data Sheet

The following specific data for the Works and Services 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.

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids is: OPBRC 002/2020/Package 2
ITB 1.1	The Employer is: Department of Roads, Ministry of Public Works and Transport (DOR/MPWT)
ITB 1.1	<p>The name of the RFB is: LAO NATIONAL ROAD 13 SOUTH IMPROVEMENT AND MAINTENANCE</p> <p>The number and identification of contract comprising this RFB is:</p> <ul style="list-style-type: none"> • Package2-OPBRC 002/2020: Improvement and Maintenance of the National Road 13 South, Section (Length 79 km) from (KM 111+000) to (KM 190+000) in Bolikhamxay Province. <p>The Scope of the Bid for package 1 stated above for the entire chainage, among others, comprises:</p> <ul style="list-style-type: none"> • Detailed Design • Rehabilitation& Improvement Works • Maintenance Services.
ITB 1.1	<p>This bidding is governed by the applicable legislation of Lao PDR, including the remedy mechanism available to tenderers and the procedures for settlement of disputes.</p> <p>The bidding procedure is carried out in line with EIB's Guide to Procurement. The EIB's Guide to Procurement is freely available on EIB's website: http://www.eib.org/infocentre/publications/all/guide-to-procurement.htm?f=search&media=search</p>
ITB 2.1	The Borrower is: Government of Lao PDR – The Ministry of Public Works and Transport
ITB 2.1	<p>The name of the Project is:</p> <p>Lao National Road 13 South</p>
ITB 4.1	Maximum number of members in the JV shall be: 3 (Three)
ITB 4.5	Firms originating from all countries of the world are eligible to tender for works, goods and services contracts.

ITB 4.9	<p>This Bidding is open to all interested Bidders.</p> <p>The Bidders are encouraged to alert the Borrower in writing, with a copy to the Bank, in case they should consider that certain clauses of the bidding documents might limit international competition or introduce an unfair advantage to some candidates/tenderers, as per EIB's GtP, § 3.7.4.</p>
<p>B. Bidding Document</p>	
ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: Mr. Litta Khattiya</p> <p>Director General, Department of Roads</p> <p>Street Address: Lane Xang Avenue, Saysettha District</p> <p>Floor/Room number: Floor 2 (two-storey building)</p> <p>City: Vientiane Capital</p> <p>ZIP Code: 01000</p> <p>Country: Lao PDR</p> <p>Telephone: (856 21) 415378</p> <p>Facsimile number: (856 21) 414553</p> <p>Electronic mail address: k_litta@yahoo.com, and copy to: sk.venvongsoth@gmail.com</p> <p>Requests for clarification should be received by the Employer no later than: twenty eight (28) days before the deadline for Bid submission.</p>
ITB 7.4	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: 30 June 2020</p> <p>Time: 09:00 am</p> <p>Place: Meeting Room of MPWT No1, First Floor close to exit</p> <p>A site visit will not be conducted by the Employer. The interest bidders shall organize site visits with their own costs before Pre-bid meeting</p>
<p>C. Preparation of Bids</p>	
ITB 10.1	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English</p>
ITB 11.2(g)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>Form V-1 - Covenant of Integrity</p> <p>Form V-2 - Ethical Conduct Covenant</p>

	<p>Form V-3- Environmental and Social Covenant</p> <p>Form V-4 - Sanctions</p> <p>Code of Conduct (COC) on SEA, GBV and VAC:</p> <p>The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. Specific guideline is provided in Works Requirements described in Section VII, Sub-section E: Environmental and Social Specifications.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the key Environmental, Social, Health and Safety (ESHS) risks and impacts identified from the Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and the Ethnic Group Engagement Plan (EGEP), as well as from the Initial Environmental Examination (IEE) and specific conditions as approved by the Government of Loa PDR, and/or other Consent Conditions including regulatory authority conditions attached to any permits or approvals for the project. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP) describing the proposed mitigation measures to address risks and impacts on local environment and cultural/natural resources identified in the project ESMP approved by EIB as well as specific conditions as approved by the Environmental Compliance Certificate (ECC) to be issued by the provincial authority. The C-ESMP shall also include the Alignment Sheet and the following plan: Construction Waste Management and Recycling Plan; Clearance, Re-vegetation and Restoration Management Plan; Construction and Operations of Camp Plan; Borrow Pit Management Plan; Emergency Response Plan; Occupational and Community Health and Safety Plans; Traffic Management Plan; Spill Response Plan; Labour Influx Management Plan; and Chance Find Procedure. Minimum requirements are described in the Environmental Code of Practices (ECOP) identified in the project ESMP approved by EIB.</p> <p>The Contractor shall be required to submit for approval, and subsequently implement, the (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 10.1 of PART 3, that includes the agreed Management Strategies and Implementation Plans described here.</p>
<p>ITB 11.2</p>	<p>The Bidder shall submit with its bid the following additional documents:</p> <p>(i) Detailed Organizational Structure of the Bidder including CV of key staff of Contractor, Consultant (Design, Level of Service, Database Management, Financial expertise) and other Parties listed in Section IV (Bidding Forms- Key Personnel); Work Division between the parties; Functions and Assignments; and</p>

	<p>All other elements indicating the level of understanding of the Bidder regarding the OPBRC concept to be implemented in this project.</p> <p>(ii) Detailed Work Program including but not limiting to time schedule, equipment, materials inputs and outputs for the rehabilitation works.</p> <p>(iii) <u>Detailed Quality Control Plan including but not limited to , CV of Quality Control Engineers, laboratory setup and organization, and Quality Control Procedures</u></p> <p>(iv) <u>Detailed Business Plan with focus on financial sources</u></p>
ITB 13.1	Alternative Bids shall not be considered.
ITB 13.2	Alternative times for reaching the required Service Levels and for the completion of the Rehabilitation and Improvement Works will not be permitted.
ITB 13.4	Alternative technical solutions for the Rehabilitation and Improvement Works shall not be permitted.
ITB 14.5	The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract.
ITB 15.1	<p>The currency(ies) of the bid shall be as follows:</p> <p>Bidders are allowed to quote in local and foreign currencies</p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <ul style="list-style-type: none"> (i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s Country, in Lao Kip (LAK), and further referred to as “the local currency”; and (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s Country (referred to as “the foreign currency requirements”), in up to any three foreign currencies.
ITB 18.1	The Bid validity period shall be one hundred and twenty (120) days starts from the date fixed for the Bid submission deadline.
ITB 18.3 (a)	Not Applicable
ITB 19.1	<p>A Bid Security shall be required.</p> <p>The amount and currency of the Bid Security shall be: 600,000 USD (Six hundred thousand USD).</p> <ul style="list-style-type: none"> • Package2-OPBRC 002/2020: Improvement and Maintenance of the National Road 13 South, Section (Length km 79) from (Km 111+000) to (Km 190+000), in Bolikhamxay Province.
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.9	Not Applicable

ITB 20.1	In addition to the original of the Bid, the number of copies is: One Original (1), One Copy(1) and scanned original sign on USB flash drive
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
D. Submission of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer’s address is: Attention: Mr. Litta Khattiya Director General, Department of Roads Street Address: Lane Xang Avenue, Saysettha District Floor/Room number: room of the Ministry PWT , Meeting 1st Floor City: Vientiane Capital ZIP Code: 01000 Country: Lao PDR</p> <p>The deadline for Bid submission is: Date: 28 August 2020 Time: 09:00 am</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p>
E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The Bid opening shall take place at: Street Address: Lane Xang Avenue, Saysettha District Floor/Room number: room of the Ministry PWT, Meeting 1st Floor City: Vientiane Capital Country: Lao PDR</p> <p>Date 28 August 2020, Time: 09:15 am</p>
ITB 25.6	<p>The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” shall be initialed by representatives of the Employer conducting the Bid opening.</p> <p>It shall be conducted as follows: <i>Each Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” shall be initialed by the Chairman or his/her assigned representative and at least three (3) representatives of the Employer conducting the Bid opening.</i></p>
F. Evaluation of Bids – General Provisions	

ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
G. Evaluation of Technical Parts of Bids	
ITB 32.2	<p>The Bidder shall include a qualified consulting firm to carry out the following activity:</p> <p>All surveys and detailed design activities necessary to implement the project.</p> <p>The Employer shall permit that specific experience for parts of the Works and Service may be met by Specialized Subcontractors listed below:</p> <ul style="list-style-type: none"> (i) General specialized works for short term implementation (ii) Specialized works during emergency maintenance (iii) Other works assigned by the Employer <p>(please also refer to Conditions of Contract PC12.1 in Section IX)</p>
H. Public Opening of Financial Parts of Bids	
ITB 33.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the location, date and time of the public opening of Financial Parts.</p> <p>The Employer shall publish a notice of the public opening of the Financial Parts on MPWT’s website: www.mpwt.gov.la.</p>
ITB 33.5	The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initiated by the chairman or his/her assigned representative and at least three (3) representatives of the Employer conducting the Bid opening. Each Financial Part of Bid shall be initiated by these representatives and shall be numbered, any modification to the unit or total price shall be initiated by the Representative of the Employer.
I. Evaluation of Financial Parts of Bids	
ITB 34.4	The combined price for the Rehabilitation and Improvement Works may not exceed 80 % of the total contract price excluding provisional sums.
ITB 36.1	<p>The evaluation currency is United States Dollars (USD). The exchange rate and source for currency conversion shall be:</p> <p>Bank: Banque Pour Le Commerce Exterieur Lao Public (BCEL)</p> <p>Date: 28 days before bid submission date.</p>

	<p>Rate: USD selling rate.</p> <p>Web: https://www.bcel.com.la/bcel/exchange-rate.html?lang=en</p>
ITB 37.1	A margin of domestic preference shall not apply.
J. Award of Contract	
ITB 48.1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 49.1 and 49.2	<p>The successful Bidder shall be required to submit:</p> <ol style="list-style-type: none"> 1. The Performance Security: eight (08) percent of Contract Price 2. The Environmental, Social, Health and Safety (ESHS) Performance Security: two (02) percent of the Contract Price <p>The two securities shall be submitted separately and in accordance with respective formats in Section X of Part 2-Conditions of Contract (please also refer to Conditions of Contract PC 53.3.2 in Section IX)</p>
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Decree 03/PM dated 09/01/04 and IRR 0063/MOF dated 12/03/04 of Government of Lao PDR.</p> <p>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, such as email or fax), to:</p> <p>For the attention: Mr. Litta Khattiya</p> <p>Title/position: Director General, Department of Roads</p> <p>Employer: Department of Roads, Ministry of Public Works and Transport (DOR/MPWT)</p> <p>Email address: k_litta@yahoo.com and copy to sk.venvongsoth@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; 2. the Employer decision that the technical part of the proposal is non-responsive; and 3. the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria (Without Prequalification)

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

A. Technical Part

1. Evaluation

In addition to the criteria listed in ITB 34.1 (a) – (e) the following criteria shall apply:

1.1 Assessment of adequacy of Technical Proposal with Requirements

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

1.2 Multiple Contracts: Not Applicable.

1.3 Alternative Completion Times, (if permitted under ITB 13.2, will be evaluated as follows: **Not Permitted**

1.4 Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: **Not Permitted.**

1.5 Sustainable procurement No additional specifications over and above ESHS requirements are required, except for those specified in Section VII, which will be evaluated on a pass/fail (compliance basis)

2. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid– Technical Part
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid – Technical Part
1.4	State- owned Enterprise or Institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded because of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		accordance with ITB 4.8 and Section V.					
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1st January 2016.	Must meet requirement by itself or as partner to past or existing JV	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid. pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid – Technical Part
2.3	Pending Litigation	Bid's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending	Must meet requirement by itself or as partner	N/A	Must meet requirement	N/A	Form CON – 2

¹Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance 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.

² This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria				Compliance Requirements			Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		litigation will be resolved against the Bidder	to past or existing JV				
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1st January 2016.	Must meet requirement by itself or as partner to past or existing JV	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years ⁴ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

3. Financial Situation and Performance

³The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

⁴The Employer may use this information to seek further information or clarifications in carrying out its due diligence

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD 20 Million for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments and supporting documents including: Credit contract, Bank credit commitment, assets owned by the Bidder Supporting documents including: Financial statements for 4 years (2016 2017, 2018, 2019. audited by independent auditing firms (all documents must be notarized)

Eligibility and Qualification Criteria				Compliance Requirements			Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 4 years (2016, 2017, 2018, 2019) , shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of USD 30 million , calculated as total certified payments received for contracts in progress and/or	Must meet requirement	Must meet requirement	Must meet 30% , [thirty percent] of the requirement	Must meet 60% , [sixty percent] of the requirement	Form FIN – 3.2 and supporting documents including: Financial

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		completed within the last 4 years (2016, 2017, 2018,2019), divided by 4years					statements for 4years (2016, 2017, 2018,2019) audited by independent auditing firms (all documents must be notarized)
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 5 years , starting 1 st January2015.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract	Participation as contractor, partner of a joint venture, subcontractor, or management contractor within	Must meet requirement	Must meet requirement ⁵	N/A	N/A	Form EXP 4.2(a) and supporting documents

Substantial completion shall be based on 80% or more works completed under the contract.

For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Management Experience	<p>the last five (5) years commencing from 01 January 2015 in at least number of contracts that have been successfully or substantially completed:</p> <p>(i) At least one (01) contracts on road construction/improvement with the minimum value of USD 30 million</p> <p>(ii) At least (01) contract on road maintenance service with the minimum value of USD 0.6 million.</p>					including: Economic contracts and certificate of completed volume value issued by the Awarder (all documents must be notarized)
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2015 and Bid submission deadline, a minimum construction experience in the following key activities successfully completed ⁶ :	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b) and supporting documents including: Economic contracts and certificate of completed volume issued by

Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria				Compliance Requirements			Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
							the Awarder (all documents must be notarized)
		1. Construction of bridges with prestressed RC girders.					
		2. Construction of HMA pavement with capacity of 48,000 m2/month					
		3. Construction of road drainage system					
		4. Construction of street lighting system					
4.3	Design experience	Having designed at least one (1) similar road, including bridges (recognizing scale, terrain, proposed works) as a professional consulting firm (not in-house to the construction entity) within the past five (5) years	Must meet requirements			Must meet requirements	Form EXP – 4.2 (b)and supporting documents
5. Methodology Statements							

Eligibility and Qualification Criteria				Compliance Requirements			Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
5.1	Maintenance Services	Method Statement articulates a clear understanding of the scope of activities under Maintenance Services, and that the assigned resources (staff and equipment), information management systems, and methodologies will likely deliver full compliance with all contractual requirements.	Must meet requirements			Must meet requirements	Method Statements, Part 1: Maintenance Services
5.2	Rehabilitation Works	Method Statement articulates are clear understanding of the scope of activities under Rehabilitation Works, and that the assigned resources (staff and equipment), and methodologies (including proposed contractors QA testing regime) will likely deliver full compliance with all contractual requirements.	Must meet requirements			Must meet requirements	Method Statements, Part 2: Rehabilitation Works

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
5.3	Improvement Works	Method Statement articulates are clear understanding of the scope of activities under Rehabilitation Works, and that the assigned resources (staff and equipment), and methodologies (including proposed contractors QA testing regime) will likely deliver full compliance with all contractual requirements.	Must meet requirements			Must meet requirements	Method Statements, Part 3: Improvement Works

3. Key Personnel

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

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

The Contractor shall require the Employer’s consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 19.1).

Table 3-1: For Rehabilitation and Improvement Phase

No.	<i>Position</i>	Number	Total Work Experience [years]	Experience in Similar Work [years]
1	Road Manager	1	10	8
2	Materials Engineer	1	7	5
3	Survey and Design Engineer	1	10	8
4	Highway Engineer	1	7	5
5	Structure Engineer	1	7	5
6	Electrical Engineer	1	7	5
7	Traffic Safety Engineer	1	7	5
8	Surveyor	3	7	5
9	Construction Manager/Works Supervisor	1	12	10
10	Foreman (Earthworks)	2	7	5
11	Foreman (Pavement)	1	7	5
12	Foreman (Bridge)	1	7	5
13	Foreman (Drainage)	1	7	5
14	Environmental Manager(part-time, 6 months/year)	1	10	8
15	Social Manager (part-time, 3 months/year)	1	10	8
16	Occupational and Community Health and Safety Manager (full-time)	1	10	8

Note

- The Road Manager must have experience of being the Road Manager of at least one (01) road construction/improvement project with the value of \geq **USD 20 million** in the period from 2016 up to now, certified by the Employer.

Table 3-2: For Maintenance Services

No.	<i>Position</i>	Number	Total Work Experience [years]	Experience in Similar Work [years]
1	Road Manager	1	10	8
2	Highway Engineer	1	7	5
3	Traffic Safety Engineer	1	7	5
4	Road Maintenance Engineer	1	7	5
5	Environmental Manager (part time)	1	10	8
6	Social Manager (part time)	1	10	8
7	Occupational and Community and Safety Manager (part time)	1	10	8

Note

- The Road Manager must have experience of being the Road Manager of at least one (01) road construction/improvement project with the value of \geq **USD 20 million** in the period from 2016 up to now, certified by the Employer.

4. Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter, and that the equipment can be on site within 1 month of contract award:

Table 4-1: Equipment required for one package for Rehabilitation and Improvement Phase

No.	Equipment type and Characteristics	Minimum Number required	Note
I	MAIN CONSTRUCTION EQUIPMENT		
1	Excavator $\geq 0,8m^3$	20	(*)
2	Dump truck $\geq 10 T$	30	(*)
3	Water browser with spray bar $\geq 5m^3$	4	(*)
4	Grader $\geq 108CV$	4	(*)
5	Bulldozer $\geq 110CV$	1	(*)
6	Wheeled load $\geq 2m^3$	4	(*)
7	Vibrating roller, smooth steel wheels $\geq 25T$	8	(*)
8	Wheeled roller $\geq 16T$	8	(*)
9	Steel roller 8T – 12T	8	(*)
10	Cement concrete batching plant $\geq 60m^3/h$	1	(*)
11	Concrete transit truck for cement concrete mixing $\geq 5m^3$	5	(*)
12	Truck Mobile Crane $\geq 25T$	1	(*)
13	Paver 130-140CV	2	(*)
14	Hot mix asphalt plant 130ton/h	2	(*)
15	Concrete pump	1	
16	Cement concrete mixer $\geq 250 lit$	4	
17	Concrete compactors of all kinds	5	
18	Steel cutting and bending machine	5	
19	Welding machine	5	
20	Thermoplastic pavement marker	1	
21	Generator 50-100KW	2	
II	QUARRY EQUIPMENT		
1	Crushing Plant 80/100 ton/hr.	2	
2	Base Mixing Plant 80 ton/hr.	2	
3	Air Compressor 130-350 cfm (blasting)	2	

Note

- Equipment may be owned by the Bidder or hired.
- All equipment and vehicles used for transportation of construction materials generating excessive noise, vibration, dust, and other air pollution must be adequately maintained and actions undertaken to reduce their potential impacts on local residents

- None of the proposed equipment shall be older than 15 years
- The Bidder must demonstrate their ownership with their equipment by sales contracts and invoices or equipment registration papers under the Bidder's name.
- For hired equipment, the Bidder must provide a contract with the lessor and documents demonstrating that the equipment belongs to the lessor (Sales contract and invoices or equipment registration papers).
- Equipment marked with (*) must have valid equipment certification papers.
- The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

Table 4-2: Equipment required for Maintenance Services

No.	Equipment type and Characteristics	Minimum Number required	Note
1	Excavator $\geq 0,8m^3$	4	(*)
2	Dump truck $\geq 10 T$	8	(*)
3	Water browser with spray bar $\geq 5m^3$	2	(*)
4	Vibrating roller, smooth steel wheels $\geq 25T$	3	(*)
5	Truck Mobile Crane $\geq 25T$	1	(*)
6	Steel cutting and bending machine	1	
7	Welding machine	1	
8	Thermoplastic pavement marker	1	
9	Mobile Mixing Plant for AC	1	(*)
10	Paver 130-140CV	1	(*)
11	Generator 50-100KW	1	
12	Grader $\geq 108CV$	1	(*)
13	Equipped patrol car (pickup of small double cabin truck) with small hand tools	1	(*)

Note

- Equipment may be owned by the Bidder or hired.
- All equipment and vehicles used for transportation of construction materials generating excessive noise, vibration, dust, and other air pollution must be adequately maintained and actions undertaken to reduce their potential impacts on local residents
- None of the equipment shall be older than 15 years
- The Bidder must demonstrate their ownership with their equipment by sales contracts and invoices or equipment registration papers under the Bidder's name.
- For hired equipment, the Bidder must provide a contract with the lessor and documents demonstrating that the equipment belongs to the lessor (Sales contract and invoices or equipment registration papers).
- Equipment marked with (*) must have valid equipment certification papers.
- The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

B. Financial Part

1. Margin of Preference

Not applicable

2. Multiple Contracts

Not Applicable

Section IV - Bidding Forms

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Letter of Bid- Technical Part

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

Request for Bid No.: OPBRC 002/2020

To: Director General, Department of Roads

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

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB) ITB 8.
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7.
- (d) **Conformity:** We offer to execute in conformity with the bidding document and in accordance with the construction or service schedule the following Works:

[insert a brief description of the Works]

- (e) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *and an Environmental, Social, Health and Safety (ESHS) Performance Security*, in accordance with the bidding document;
- (g) **One Bid per Bidder:**

We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

- (h) **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 Government decision satisfactory to the Bank. 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 or the Employer's Country

- (i) **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];
- (j) **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.")

- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **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;
- (m) **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;

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]*

Name _____* In the capacity of _____

Signed _____**

Duly authorized to sign the Bid for and on behalf of _____

Dated on _____ day of _____, _____

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

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

Appendix A to Technical Part: Technical Proposal

Site Organization

[insert Site Organization information]

Bidders shall give below full particulars of the organization they propose to establish, direct, and administer the performance of the Contract. In particular, Bidders shall indicate the location of site camps and the resources they intend to allocate to Self-Control Units for planning and monitoring purposes.

1. SITE ORGANIZATION CHART

2. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART

Sub-contractors/Partners

Bidders shall list below those parts of the Works and Services which they propose to subcontract, and state the approximate value of those parts and the names and addresses of the proposed subcontractors, if those are known at Bidding stage. Bidders shall also list other business partners involved in the execution of the contract and their respective roles and responsibilities.

Part of Works / Services:

Approximate value:

Name and address of

proposed subcontractor / partner:

Part of Works / Services:

Approximate value:

Name and address of

proposed subcontractor / partner:

Part of Works / Services:

Approximate value:

Name and address of

proposed subcontractor / partner:

Method Statements

Method Statements shall be provided for each of the following. The Method Statements shall be sufficiently complete to enable for someone who is proficient in the field to understand the proposed approach being used. The statements shall reference the personnel, equipment and systems being used, along with any hold points and QA tests. Flow charts may be used as appropriate.

The purpose of the Method Statements is to demonstrate a thorough understanding of the contractual requirements for each part of the contract, and that the contractor has a high degree of likelihood of meeting all contractual requirements.

Where the contractor is proposing a methodology that they have not previously used, this should be clearly identified.

Part 1: Maintenance Services

Method statement to specifically address the following:

- i. How and at what frequency the inspections will be undertaken by the Road Management Office to identify defects and schedule repairs, such that the network is maintained in compliance with the service levels
- ii. What information management system (database) will be used by the Contractor to record defects and provide up-to-date reporting on the compliance of the network with the service levels
- iii. How will proactive (preventative) maintenance activities be undertaken to ensure compliance with the Service Levels – e.g drain cleaning, vegetation maintenance, crack sealing and similar. Reference the location and size of maintenance crews involved.
- iv. How will reactive maintenance activities be undertaken to ensure compliance with the Service Levels – e.g. pothole repairs. Reference the location and size of maintenance crews involved

[insert Method Statement]

Part 2: Rehabilitation Works

Method statement to specifically address the following:

- i. Material sources
- ii. Equipment and human resources required
- iii. Expected productivity per month
- iv. Hold points
- v. QA testing regime for both materials and completed works

[insert Method Statement]

Part 3: Improvement Works

Method statement to specifically address the following:

- i. Material sources
- ii. Equipment and human resources required
- iii. Expected productivity per month
- iv. Hold points
- v. QA testing regime for both materials and completed works

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule for Rehabilitation and Improvement Works]

Maintenance Services Schedule

To demonstrate a clear understanding of the requirements of the Contract, Bidders shall provide the following:

- i) a bar chart sub-divided into sections for each road showing the major activities to be carried out for Maintenance Services. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.
- ii) a bar chart or schedule showing the usage of major plant, including those listed in Contractor's Equipment.

The Maintenance Services schedule shall cover 2 phases and may be shown on separate schedules at the Contractors discretion:

- i. Mobilization of the Maintenance Services team (including the relevant members of the Road Management Office) and delivery of Maintenance Services in parallel with the Rehabilitation and Improvement Works, and
- ii. Delivery of the Maintenance Services upon completion of the Rehabilitation and Improvement Works (a typical 12 month cycle is acceptable for this phase).

[insert Schedule for Maintenance Services]

Construction Schedule

[insert Construction Schedule]

To demonstrate a clear understanding of the requirements of the Contract, Bidders shall provide the following:

- i) a bar chart sub-divided into sections for each road showing the major activities to be carried out for Rehabilitation Works and Improvement Works, if any. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.
- ii) a bar chart or schedule showing the usage of major plant, including those listed in Contractor's Equipment.

Environmental, Social, Health, and Safety (ESHS)

In line with the environment and social management framework (ESMF) of the LRSP2-AF, the environment and social management plan (ESMP) of NR13S project has been prepared and cleared by the funding agencies (EIB). The project ESMP identified key issues and measures to mitigate potential risks and impacts on local environment and natural/cultural resources during construction including guidance on the preparation of an Alignment Sheet identifying type of works and activities and the proposed mitigation measures to be conducted by the contractor and its subcontractors. These measures are collectively described in this ESHS.

The Bidder shall prepare the Management Strategies and Implementation Plans (MSIP) describing specific measures to mitigate the potential risks and impacts during construction works including transportation and extraction of construction materials and safety. Scope of these documents are described below.

(a) Management Strategies and Implementation Plans (ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.2 (g) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall review all requirements regarding to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements described in the following:

1. The Works Requirements described in Section VII, Sub-section E: Environmental and Social Specifications
2. Environmental and Social Management Plan (ESMP) approved by EIB
3. Resettlement Action Plan (RAP) approved by EIB;
4. Ethnic Group Engagement Plan (EGEP) approved by EIB
5. Initial Environmental Examination (IEE) and the approval conditions for the issuance of the Environmental Compliance Certificate (ECC) as required by the provincial Office of Natural Resources and Environment;
6. Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project).

(b) Indicative C-ESMP

The Bidder shall submit **an indicative C-ESMP** to be prepared and submitted for approval before construction as required by ITB 11.2 (g) of the Bid Data Sheet. The indicative C-ESMP shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII of PART 2. In addition, the Bidder shall submit an outline of how this C-ESMP will be implemented, monitored, and reported including the assignment of responsible staff and an estimated allocation of budget. The C-ESMP shall describe in detail the actions, materials, equipment, management processes etc. that will be

implemented by the Contractor, and its subcontractors. At a minimum, the mitigation measures will be consistent with the generic Environment and Social Code of Practice (ESCOP) in PART 2 Annex E3. including “chance finds procedures” and “environmental health and safety” of workers provided in the project ESMP.

(c) Code of Conduct (COC) on GBV and VAC

The Bidder shall submit the Code of Conduct (COC) that will apply to the Contractor’s employees and subcontractors as required by ITB 11.2 (g) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII of PART 2. In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. Guideline for a Code of Conduct and Action Plan on Gender-Based Violence (GBV) and Violence Against Children is provided in the Works Requirements described in Section VII of PART 2 Annex E1.

Others

Appendix B to Technical Part: Contractor's Equipment

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

Form EQU

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

Notes:

- 1) Indicate the location of equipment (e.g. Lao PDR or other country, city)**
- 2) Attach picture(s) for each unit of the proposed equipment. In case of a vehicle / tractor / bulldozer etc. the picture must show the number plate or other ID number.**

Appendix C to Technical Part: Key Personnel

Form PER -1

Key Personnel Schedule

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

Key Personnel

1.	Title of position: Road Manager	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

5.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
7.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Form PER -2
Resume and Declaration
Key Personnel

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix D to Technical Part: Bidder's Qualification

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

Form ELI -1.1
Bidder Information Form

Date: _____

RFB No. and title: _____

Page _____ of _____ 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 information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.

In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.

In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Establishing that the Bidder is not under the supervision of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]

Form ELI -1.2
Bidder's JV Information Form
(to be completed for each member of Bidder's JV)

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> 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. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 48.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

- No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.
- Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3: ESHS Performance Declaration

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

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

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

Performance Security called by an employer(s) for reasons related to ESHS performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>

Form FIN – 3.1 Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name: _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

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

No.	Source of finance	Amount (USD equivalent) *
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for 03 years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the 03 years required above; and complying with the requirements

* Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.

¹ 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.

Form FIN – 3.2
Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate **	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

** Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.

Form FIN – 3.3
Financial Resources

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

Financial Resources		
No.	Source of financing	Amount (USD equivalent) *
1		
2		
3		

* Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.

Form FIN – 3.4
Current Contract Commitments / Works in Progress

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

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

* Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.

Form EXP - 4.1
General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a)
Specific Construction and Contract Management
Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			USD	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2 (a) (cont.)
Specific Construction and Contract Management
Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
6. Construction rate for key activities <ul style="list-style-type: none"> a. Rehabilitation works \$/km b. Resurfacing works \$/m² c. Bridge works \$/m² d. Maintenance services \$/km/month 	
6. Other Characteristics	

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name² (as per ITB 34.2 and 34.3): _____

RFB No. and title: _____

Page _____ of _____ pages

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

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			USD	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

² If applicable

	Information
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3.

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

Appendix E to Technical Part: Bid Security

Form of Demand Guarantee

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

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

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

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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

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

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

*[Signature]***

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

***Bank Guarantee to indicate the full address, e-mail and contact person's phone of the issuing bank*

Note: In case this Bank Guarantee is issued by a foreign bank i.e. bank not residing / registered in Lao PDR, indicate your correspondent bank in Lao PDR. Failure to do that may result in rejection of the bid.

Appendix F to Technical Part:

Letter of Bid - Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form.

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Schedule of Activities. This accompanies the Letter of Technical Part.

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

(a) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Description	Amount (in numbers)
(a) Maintenance Services in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
(b) Rehabilitation Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
(c) Improvement Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
(d) Emergency Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
TOTAL = (a) + (b) + (c) + (d)	

(c) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the BDS ITB 34.4 which is *[insert amount or percentage of the total contract price]*. *N/A*

or

(d) **Bid Price:** The total price, excluding any discounts offered in item (f) below is:

Description	Amount (in numbers and words)
(a) Maintenance Services <i>[amount in numbers, name of currency]</i>	
<i>[amount in words]</i>	
(b) Rehabilitation Works <i>[amount in numbers, name of currency]</i>	
<i>[amount in words]</i>	
(c) Improvement Works <i>[amount in numbers, name of currency]</i>	
<i>[amount in words]</i>	
(d) Emergency Works <i>[amount in numbers, name of currency]</i>	
<i>[amount in words]</i>	
A. SUB-TOTAL = (a) + (b) + (c) + (d) <i>[amount in numbers, name of currency]</i>	
<i>[amount in words]</i>	

(e) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the BDS ITB 34.4, which is *[insert amount or percentage of the total contract price]*.

(f) **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];*

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

Appendix to Financial Parts

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A-1. Local Currency

For Rehabilitation and Improvement Phase

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
N	Nonadjustable	—	—	—	A: <u>0.30</u>
HMA	Bitumen	(1)	Base Date		B: _____
RS	Reinforcing steel	(1)	Base Date		C: _____
FU	Fuel	(1)	Base Date		D: _____
LL	Labour	(1)	Base Date		E: _____
Total					1.00

(1) Source of Index shall be referred below:

Index for: (factor)	Origin of Input (country)	Currency of Index	Published Source of Index
Bitumen	Thailand	Baht	Ministry of Commerce, Thailand
RS Reinforcing Steel	Thailand	Baht	Ministry of Commerce, Thailand
FU Fuel	Lao PDR	Kip	Lao State Fuel Company, Lao PDR
LL Labour	Lao PDR	Kip	Ministry of Labour and Social Welfare, Lao PDR

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00 and shall be agreed by the Employer during the Contract Finalization.

Table A-2. Local Currency

For Maintenance Services

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
N	Nonadjustable	—	—	—	A: <u>0.25</u>
FU	Fuel	(1)	Base Date		B: _____
LL	Labour	(1)	Base Date		C: _____
Total					1.00

(1) Source of Index shall be referred below:

Index for: (factor)	Origin of Input (country)	Currency of Index	Published Source of Index
FU Fuel	Lao PDR	Kip	Lao State Fuel Company, Lao PDR
LL Labour	Lao PDR	Kip	Ministry of Labour and Social Welfare, Lao PDR

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00 and shall be agreed by the Employer during the Contract Finalization.

Table B-1. Foreign Currency

For Rehabilitation and Improvement Phase

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

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
N	Nonadjustable	—	—	—		A: <u>0.30</u>
CE	Bitumen	(2)	Base Date			B: _____
RS	Reinforcing steel	(2)	Base Date			C: _____
FU	Fuel	(2)	Base Date			D: _____
LL	Labour	(2)	Base Date			E: _____
Total						1.00

(2) Source of Index shall be to provide by the Bidders. The Bidders are responsible to provide necessary documents for demonstration of eligible source.

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00, and shall be agreed by the Employer during the Contract Finalization.

Table B-2. Foreign Currency

For Maintenance Services

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

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
N	Nonadjustable	—	—	—		A: <u>0.25</u>
FU	Fuel	(2)	Base Date			B: _____
LL	Labour	(2)	Base Date			C: _____
Total						1.00

(2) Source of Index shall be to provide by the Bidders. The Bidders are responsible to provide necessary documents for demonstration of eligible source.

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00 and shall be agreed by the Employer during the Contract Finalization.

Table C. Summary of Payment Currencies

For[insert name of Section of the Works]

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

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency #3 _____				
Net Bid Price				100.00
Provisional sums expressed in local currency		1.00		
BID PRICE				

Bills of Quantities

The bid includes the following Bills of Quantities:

- **Bill of Quantities for Maintenance Services**
- **Bill of Quantities for Rehabilitation Works**
- **Bill of Quantities for Improvement Works**
- **Bill of Quantities for Emergency Works**

[The Bill of Quantities should be completed by the bidder using the Conceptual Design as a minimum requirement.]

(see Specifications in Section VII: Specifications of PART 2, and the Conceptual Design for minimum requirements.)

Bill of Quantities for Maintenance Services

1. The Bill of Quantities for Maintenance Services shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings.
 2. This Bill of Quantities is the basis for calculating the cost of maintenance services. Payment shall be made on quarterly (of a year) instalments upon completion of the Rehabilitation and Improvement Works on a lump sum per quarter for maintaining the roads covered under the contract, at the Service Levels defined in the Specifications. For clarity, while Maintenance Services commence at day 1 of the contract, no specific payment is made for Maintenance Services until all Rehabilitation and Improvement Works are complete. The rates given by the Bidder shall, except otherwise provided under the Contract, include all plant, equipment, labor, management and supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
 3. Payment shall be made in accordance with the actual performance of the Contractor and compliance with the Service Level criteria given in the Specifications for each road. Failure to meet the Service Levels will result in payment reductions in accordance with Clause 47 of the General Conditions and the Performance Specifications.
 4. The unit rates and prices shall be quoted in currency(ies) as follows:
 - (i) for those inputs to the Works that the Bidder expects to supply from within the Employer's Country, in Lao Kip (LAK), and further referred to as "the local currency"; and
 - (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's Country (referred to as "the foreign currency requirements"), in up to any three foreign currencies
- but payment will be made in accordance with PC44.2 of Part2 of the bidding documents - Conditions of contract as follows: (i) in currency (ies) of the contract during rehabilitation and improvement phase and (ii) entirely in Lao KIP (LAK) for the operation and maintenance phase converted from currencies of the contract based on the selling rate at the date of the invoice published by **Banque pour le Commerce Extérieur Lao Public (BCEL)**.
5. A unit rate or price shall be entered by the Bidder against each item in the Bill of Quantities. The cost of items against which the Bidder has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the Bill of Quantities.
 6. General directions and descriptions of work and materials are not repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
 7. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section in the Performance Specifications.
 8. Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Bidders.

Bill of Quantities and Unit Prices for Maintenance Services for Package 2

[To be completed by the bidder based on the specified level of service to be achieved]

Price N°	Description of Service and Price	Unit Price	Quantity	Unit	Total Price
1	This price is the full remuneration (lump-sum) to the Contractor to carry out the services and works required to reach and maintain the service levels described in the Specifications and elsewhere in the contract. It further includes the activities of the Contractor related to self-control, quality assurance and material testing.		28	Quarter	

Note: Total bid price shall be $C1+28x C2$ where:

C1 is the combined bid price for the Rehabilitation and Improvement Works.

C2 is the quarterly bid price for the Maintenance Services upon completion of the Rehabilitation and Improvement Works

C1 shall not be greater than 80% of total bid price subject to a maximum of USD 35million equivalent, which is the available funds during rehabilitation and improvements phase. Any amount beyond this constraint on C1 that the contractor wishes to tender for the rehabilitation and improvement phase should be included in the Quarterly Lumpsum payments to be paid during the Operation and Maintenance phase

C2 is quarterly payments during operation and maintenance phase which is made up of the cost of operation and maintenance services plus carry over amount from rehabilitation and improvement phase.

The Maintenance Services shall extend for a period of 7 years (28 quarters) from the date of completion of the rehabilitation and improvement phase certified by the Project Manager

Bill of Quantities for Rehabilitation and Improvement Works

1. The Bills of Quantities for Rehabilitation Works and for Improvement Works shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings, **and shall be completed by the bidder using the Conceptual Design as a minimum requirement.**

Bill of Quantities for Rehabilitation Works

2. The Bill of Quantities for Rehabilitation Works presents a number of explicit activities considered necessary to rehabilitate particular road sections before some or all of the Service Level criteria for performance-based maintenance defined in the Specifications can be applied. The Bidder shall undertake a detailed assessment of road conditions at the time of Bid. The location and extent of the particular rehabilitation works considered necessary to reach required Service Levels shall be indicated by the Bidder in his Bid submission.

3. Although the bidding document may show estimated quantities of Rehabilitation Works, it is the responsibility of the Bidder to prepare his own estimate for the quantity of work required for each rehabilitation activity, and he shall indicate these quantities in the Bill of Quantities.

4. The Employer may in some cases indicate fixed quantities for some specific Rehabilitation Works, such as asphalt resurfacing. Those cases are clearly indicated as such by the Employer in the Bid Data Sheet, the Specifications and the Bill of Quantities for Rehabilitation Works.

5. Payment for Rehabilitation Works shall be made in relation to the work outputs satisfactorily completed in conformity with the Specifications as measured by the Contractor and verified by the Project Manager and valued at the unit rates and prices stated in the priced Bill of Quantities. The total price for Rehabilitation Works and Improvement Works, if any, shall not exceed the threshold value or percentage given by the Employer in the Bid Data Sheet.

Bill of Quantities for Improvement Works

6. The Bill of Quantities for Improvement Works lists a set of interventions to be carried out by the contractor that add new characteristics to the Road in response to existing or new traffic, safety or other conditions, as defined in the Bid Data Sheet and the Specifications.

7. Payment for Improvement Works shall be made in relation to the Milestone satisfactorily completed in conformity with the Specifications, as measured by the Contractor and verified by the Project Manager and valued at the unit rates and prices stated in the priced Bill of Quantities for Improvement Works.

General

8. The unit rates and prices Bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all plant, equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Unit rates and prices shall also include the cost of engineering design services, and measures needed to prevent or mitigate environmental impacts and safety measures.

9. The unit rates and prices shall be quoted in currency(ies) as follows:

- (i) for those inputs to the Works that the Bidder expects to supply from within the Employer's Country, in Lao Kip (LAK), and further referred to as "the local currency"; and
- (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's Country (referred to as "the foreign currency requirements"), in up to any three foreign currencies

10. A quantity, unit rate or price shall only be entered against those work items considered necessary to attain the required Service Levels and sustain such Service Levels thereafter through execution of maintenance services that are provided for separately.

11. General directions and descriptions of work and materials are not repeated or summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

12. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section of the Specifications.

13. Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Bidders.

14. The Utilities: Removal and relocation of electric/telephone line, Water supply incl. existing service, as specified and Underground cable (Fiber optic) relocation, the contractor has to responsibility

Bill of Quantities

Bills of Quantities for Emergency Works

NOTES FOR NR13S OPBRC:

1. Emergency Works are designed to repair that damage to the roads under contract which are caused directly by unforeseen natural phenomena declared by the Government of Lao PDR with imponderable consequences occurring either in the area of the roads or elsewhere, but with the direct impact on the roads.
2. Bidders shall present Bills of Quantities for Emergency Works. In the event of any emergency work, the unit rates proposed under (a) Bill of Quantities and Unit Prices for Maintenance Services, and (b) Bill of Quantities for Rehabilitation and Improvement Works, will prevail.
3. Actual quantities for Emergency Works will be specified in Work Orders, issued by the Project Manager in accordance with the General Conditions. The basis of payment for Emergency Works will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager. In case of any unit rate not included in the above Bill of Quantities, such unit rate may be agreed or determined by the Project Manager under the provisions of the Contract.

Bill of Quantities for Emergency Works

Schedule

Projected Cash Flow

(1) Bidders shall tabulate below estimates, based on their preliminary work program, of:

- (a) On the expenditure side, the value of the work which will be carried out;
- (b) On the revenue side, the net payments to which they will become entitled with due allowance for the advance payment and repayment, materials prepayments, and retention money, but excluding price adjustments for rise and fall and provisional sums for emergency works.
- (c) The projected net cash flow during the contract period.

(2) The prospective successful Bidder may be required to submit full details to substantiate his estimates.

Period (Months)	Cost/Value of Rehabilitation and Improvement Works <i>[indicate amount and currency]</i>	Cost/Value of Maintenance Services <i>[indicate amount and currency]</i>	Net Payments to be received <i>[indicate amount and currency]</i>	Net Cash Flow
Start Date				
1 to 6				
6 to 12				
12 to 18				
18 to 24				
24 to 30				
30 to 36				
36 to 42				
42 to 48				

48 to 54

54 to 60

... etc.

Total

Section V - Eligibility Forms

Form V-1 - Covenant of Integrity

(Annex 3 of EIB GtP)

To: Ministry of Public Works and Transport of Lao PDR

From: *[Tenderer (Bidder), Contractor, Supplier or Consultant to be attached to its Tender]*

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or without knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for **Package 2-OPBRC 002/2020: Improvement and Maintenance of the National Road 13 South, Section (Length 79 km) from (KM 111+000) to (KM 190+000) in Bolikhamxay Province** (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract *[give details if necessary]*.

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant the Government, the European Investment Bank, and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but, in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct includes¹²,

- **Corrupt Practice** is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- **Fraudulent Practice** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
- **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- **Obstructive Practice** is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; 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(b) acts intended to materially impede the exercise of the EIB’s contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;
- **Money Laundering** is defined in the Bank’s Anti-Fraud Policy (*see www.eib.org*)
- **Terrorist Financing** is defined in the Bank’s Anti-Fraud Policy
- **Project Owner** means the person designated as such in the tender documents or the Contract.

Note: The signed copy of this Covenant must be kept by the Promoter (MPWT) and be available upon request from the Bank.

¹² Most definitions are those of the IFI Anti Corruption Task Force’s Uniform Framework of September 2006.

Form V-2 - Ethical Conduct Covenant

(Section 1.4 of EIB GtP)

To: Ministry of Public Works and Transport of Lao PDR

From: *[Tenderer (Bidder), Contractor, Supplier or Consultant to be attached to its Tender]*

“We are aware of the Bank’s policy to require that promoters, as well as tenderers (bidders), contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion¹³, and money laundering and terrorist financing).

In pursuance of this policy as set out in EIB’s Anti-Fraud Policy and within the framework of its exclusion procedures (published in the Bank’s website: www.eib.org), the Bank:

- may declare an individual or an entity ineligible to be awarded a contract under any EIB Project or to enter into any relationship with the Bank, if it determines pursuant to its exclusion procedures that such individual or entity has engaged in any prohibited conduct in the course of the procurement process and/or implementation of the contract; and
- may cancel all or part of the Bank financing allocated to a contract for works, goods or services if it, at any time, determines pursuant to its exclusion procedures that an individual or an entity has engaged in any prohibited conduct during the procurement process or during the execution of the contract, without the promoter having taken action satisfactory to the Bank to investigate and/or terminate the prohibited conduct or, as the case may be, remedy the damage.

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

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

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

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

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

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

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

¹³ As defined in Annex 3. This would also include obstruction.

Form V-3- Environmental and Social Covenant Template

(Annex 7 of EIB GtP)

We, the undersigned, commit to comply with – and ensuring that all of our sub- contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

Labour standards. We further commit to the principles of the eight Core ILO standards¹⁴ pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

Workers relations. We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to the **DPWT of Bolikhamxay Province** as well as on any corrective measures periodically deemed necessary.

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems¹⁵; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document]*¹⁶ and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting *quarterly* environmental and social monitoring reports to the **DPWT of Bolikhamxay Province**; and (ii) complying with the measures assigned to us as set forth in the environmental permits *[insert*

¹⁴ <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

¹⁵ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm

¹⁶ For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

name of the relevant document if applicable]¹⁵ and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide the **DPWT of Bolikhamxay Province** with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with the **DPWT of Bolikhamxay Province**, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing the **DPWT of Bolikhamxay Province** with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with the **DPWT of Bolikhamxay Province**, adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our subcontractors.

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

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

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

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

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

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

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

Note to the MPWT (Promoter): *This Environmental and Social Covenant must be sent to the Bank together with the contract in the case of an International Procurement Procedure (as defined in Article 3.3.2). In other cases, it must be kept by the Promoter and made available, upon request, to the Bank.*

Form V-4 - Sanctions

(for a Lao Government Project)

We, the undersigned, commit to comply with Article 39 on Sanctions (Decree No. 03/PM on Government Procurement of Goods, Construction, Maintenance and Services, dated January 9, 2004), specifically:

1. Any individual, legal entity or organization breaching or acting inconsistently with the provisions of this Decree will be punished through educational measures, warnings and disciplinary measures provided under the civil service rules, fined or punished as provided by law according to the seriousness of such acts.
2. Any breach to this Decree constituting a criminal offense, such as falsification of documents, abuse of authority, negligence in the performance of duties will entail criminal proceedings.
3. In case of collusion with firms or individuals in the unrealistic design and costing of works or in favoring awards of contracts for joint or personal interest, thereby causing loss to national or collective property, court proceedings and punishments will be carried out as provided by law.
4. Contracts for the procurement of goods, works and services that are entered without passing through any of the bidding procedures described under Section 2 of this Decree and contracts entered on the basis of bidding procedures lacking transparency are considered as void.
5. Any bidder bribing or promising material or other rewards either directly or indirectly to the procurement committee or an individual involved in decision making for the purpose of obtaining the contract through non-transparent bidding and improper bidding procedures may be disqualified by the procuring agency or the project executing agency. A report will also be made and sent to all bidders or court proceedings may be induced.

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

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

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

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

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

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

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