



LAO PEOPLE'S DEMOCRATIC REPUBLIC

MINISTRY OF PUBLIC WORKS AND TRANSPORT
DEPARTMENT OF PUBLIC WORKS AND TRANSPORT, XIENGHOUANG PROVINCE

**BIDDING DOCUMENT
FOR PROCUREMENT OF
CIVIL WORKS**

*Lao Road Sector Project 2 (LRSP2)
Contract No. CW-XIE-PBC-02: Performance-Based Routine Maintenance of
Provincial and District Roads in Xiengkhouang Province*

Volume I

Part 1: Bidding Procedures

- Section I – Instructions to Bidders (ITB)**
- Section II – Bid Data Sheet (BDS)**
- Section III – Evaluation and Qualification Criteria (EQC)**
- Section IV – Bidding Forms (BDF)**
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Request for Bid No: CW-XIE-PBC-01-IFB2

Issued on: 25th July 2018

Contract No: CW-XIE-PBC-RM-02

Standard Bidding Document

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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 **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of the Works as specified in Part 2 Section VII - Works Requirements. The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day, and
 - (d) “ESHS” means environmental, social (including sexual exploitation and abuse [SEA] and gender based violence [GBV]), health and safety.
- 2. Source of Funds**
 - 2.1 The Lao People’s Democratic Republic (Lao PDR, hereinafter called “Borrower”) has received or has applied for financing (hereinafter called “funds”) from the International Development Association (hereinafter called “the Bank¹”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are 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 (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, 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).
 - 2.3 The Employer has been allocated national budget as indicated in the BDS and intends to apply a portion of the funds to eligible

¹ Depending on the financing institution as indicated in ITB2.1 of the Bid Data Sheet, “the Bank” refers to the World Bank.

payments under the Contract for which this Bidding Document is issued.

2.4 For the purpose of this provision, “national budget” means domestic funds and funds derived from external aid and loans of foreign countries and financial institutions.

3. Corrupt and Fraudulent Practices

3.1 The Bank requires compliance with the Bank’s policy (as applicable, to be detailed in the contract) in regard to corrupt and fraudulent practices as set forth in Section VI (Bank’s policy).

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Government or the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Government and/or the Bank.

4. Eligible Bidders

4.1 This Request for Bids is open to eligible Bidders from Lao PDR. Bidders from other eligible countries as specified in Section V can also participate.

4.2 A Bidder may be a firm that is a private entity, or a government-owned entity - subject to ITB 4.5 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 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.

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

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative as another Bidder for the purpose of this bidding; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence

the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- (e) a bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the inclusion of the same subcontractor in another bid or of a firm as a subcontractor in more than one bid or
 - (f) a bidder 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
 - (g) a bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
 - (h) they 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 they provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) they have a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents 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 procurement process and execution of the contract.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the World Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("WB Anti-Corruption Guidelines") and the then Law of Lao PDR shall be ineligible to be prequalified for, bid, or be awarded a Bank-financed contract or benefit from a Bank-financed contract and/or Government-financed contract as applicable, financially or otherwise, during such period of time as the Bank, or Government shall have determined. The lists of debarred firms and individuals by the Bank are available at the

electronic addresses **specified in the BDS.**

- 4.5 Bidders that are Government-owned enterprises or institutions in Lao PDR may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Employer or Bank's satisfaction, through all relevant documents, including its Charter and other information the Employer or Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the activation of a Bid-Securing Declaration.
- 4.7 The Bidder shall have fulfilled its obligations to pay taxes and security contributions under the relevant national laws and regulation.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

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 eligible origin in any country subject to the restrictions specified in Section V, Eligible Countries and **BDS**, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

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 specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

(EQC)

Section IV - Bidding Forms

Section V – Eligible Countries

Section VI-1 – World Bank Policy-Corrupt and
Fraudulent Practices

Section VI-2 – Article 39: Sanctions (Lao Decree No.
03/PM on Government Procurement of
Goods, Construction, Maintenance and
Services, dated January 9, 2004)

PART 2 Works Requirements

Section VII - Works Requirements

Section VII A - General Specification

Section VII B - Particular Specification

Section VII C - Drawings

Appendix 1 - Guidelines for a Code of Conduct
and to prevent Gender-Based
Violence (G) and Violence Against
Children (VAC)

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 6.2 The Request for Bids 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 Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents 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 Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

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 **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who

have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. 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, 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, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3.
- 7.7 Any modification to the Bidding Documents 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.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer for any reason, on its own initiative or in response to a clarification request in writing from a bidder having purchased the Bidding Document, may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents 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 in no case 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 into the Lao Language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10.2 The Bidder shall bear all costs of translation into the Lao Language and all risks of the accuracy of such translation if any document is submitted, as part of the Bid in a language other than Laotian.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Letter of Bid and Appendix to Bid, in accordance with ITB 12;
- (b) completed Schedules in accordance with ITB 12 and 14: **as specified in the BDS**;
- (c) Bid Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16; and
- (h) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement

entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

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

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered

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

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the 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 lowest evaluated Bidder 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 Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV Bidding Forms. In case of admeasurements contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in

the Bill of Quantities.

- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1 or through “modification” or “substitution” in accordance with ITB 24.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
- 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 prices² and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency of the bid and the currency of payments shall be **Lao Kip.**

16. Documents Comprising the Technical Proposal

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

17. Documents Establishing the Qualifications of the Bidder

- 17.1 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.

18. Period of Validity

- 18.1 Bids shall remain valid for the period **specified in the BDS** after

² In lump sum contracts, delete “rates and prices and the” sum price.”

of Bids

the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

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. 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, 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 formula **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (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 bid, a Bid-Securing Declaration in original form.

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

19.3 Any bid not accompanied by a substantially responsive Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

19.4 The Bid Securing Declaration may be executed, and the Borrower may declare the Bidder ineligible to be awarded a contract by the Employer for two years:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, , or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 39; 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 40.

19.5 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 constituted into a legally-enforceable JV, at the time of bidding, the Bid Securing Declaration shall be in the names of all future members as named

in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

**20. Format and
Signing of Bid**

- 20.1 The Bidder shall prepare one (1) original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly 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.
- 20.3 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.
- 20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

**21. Sealing and
Marking of Bids**

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer at the address specified in ITB 22.1 of the BDS;
 - (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning “NOT TO OPEN” before the time and date for bid opening.
- 21.3 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 **specified in the BDS**.

22.2 Bids may be hand delivered, posted by registered mail or sent by courier under the responsibility of Bidders. The Employer shall, on request, provide the Bidder with a receipt showing the date and time when its Bid was received.

22.3 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 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

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

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

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 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 choose to attend.

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. 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. 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. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Securing Declaration; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. 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.

E. Evaluation and Comparison of Bids

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 the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 38.

26.2 Any attempt 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 a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall 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 given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 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. Determination of Responsiveness**
- 29.1 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.
- 29.2 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.
- 29.3 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 (Works Requirements) have been met without any material deviation, reservation or omission.

29.4 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.

30. Nonconformities, Errors and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.

30.2 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.

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

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

- 32. Subcontractors**
- 32.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.
- 32.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.
- 32.3 In addition to the specialized works mentioned in ITB 32.2 above, bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.
- 33. Evaluation of Bids**
- 33.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 33.2 To evaluate a bid, 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 Quantities³ for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork⁴ items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) price adjustment for nonconformities in accordance with ITB 30.3;
 - (e) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 33.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

³ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

⁴ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders' quoted rates and included in the total Bid price.

- 33.5 If the bid for an ad-measurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 34. Comparison of Bids** 34.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 37.2 to determine the lowest evaluated bid. This comparison will include high rates and prices, front end loading or substantially low in relation to the latest estimate of the Employer.
- 35. Qualification of the Bidder** 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and balanced substantially responsive bid is reasonable and meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 35.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 36.1 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 shall be promptly returned to the Bidders.

F. Award of Contract

- 37. Award Criteria** 37.1 Subject to ITB 35.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 37.2 A Bidder shall not be required, as a condition for award, to

undertake responsibilities not stipulated in the bidding documents, to change its price or otherwise to modify its Bid.

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish on the national website online the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

38.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Notification of Award in accordance with ITB 38.1, requests in writing the grounds on which its bid was not selected.

39. Contract Award

39.1 Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.

39.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

Optional for Government financed contracts “Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer or sign the contract at a Signing Ceremony if instructed by the Employer.

39.3 The signed Contract Agreement should be registered by the contractor, in accordance with the Decree No.52/PM. Dated 13 March 1993.

40. Performance Security

40. Within twenty-eight (28) days of the receipt of notification of award 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 33.5, using for that purpose the Performance Security and ESHS Performance Security Form included in Section IX,

Contract Forms.

- 40.1 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and execution of the Bid Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 41. Adjudicator**
- 41.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator
- 42. Right of Bidder to Complain.**
- 42.1 Any Bidder has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Employer by the IRR 063.
- 42.2 The complaint shall firstly be processed through an administrative review following the procedures set out in the IRR 063. The place and address for the first stage in the submission of complaints to the Administrative Authority is provided in the BDS.
- 42.3 If not satisfied with the outcome of the administrative review, the Bidder may complain to Ministry of Finance – Procurement Monitoring Office and may file a complaint with the court pursuant to IRR 063 if the contract is financed by the Government.
- 42.4 If the contract is to be financed by the Bank, all the complaints should be processed in accordance with the procurement guidelines of the Bank. The Guidelines can be found at: www.worldbank.org.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	<p>The number of the Request for Bids is: <i>CW-XIE-PBC-RM-01-IFB1</i></p> <p>The Employer is: <i>Ministry of Public Works and Transport, Department of Public Works and Transport, Xiengkhouang Province</i></p>
ITB 1.1	<p>The name of the bidding process is: <i>Performance-Based Routine Maintenance of provincial and district roads, with a total length of 55.50km, as part of Provincial Road Network located within Phoukoud Districts, Xiengkhouang Province.</i></p> <p>The identification number of the bidding process is: <i>CW-XIE-PBC-RM-02</i></p> <p>The number and identification of lots comprising this bidding process is: Lot 1: Phoukoud District, Provincial Road No. 3909.</p> <p>The bidders are allowed to bid on any number of Lots.</p>
ITB 2.1	<p>The financing institutions are: <i>The World Bank and the Government of the Lao PDR</i></p> <p>The name of the Project is: <i>Lao Road Sector Project 2 (LRSP2)</i></p> <p>Loan or Financing Agreement amount: <i>The Road Maintenance Fund (RMF) US\$7.0 million, Provincial budget US\$3.0 million and the World Bank (IDA) US\$3.0 million</i></p>
ITB 4.2	Maximum number of members in the JV shall be: <i>three (3) members</i>
ITB 4.4	<p>Lists of debarred firms and individuals is available at the Bank's external website:</p> <p>The World Bank: www.worldbank.org/debarr</p>
ITB 4.5	Bidders that are Government-owned enterprises or institutions in Lao PDR may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer.
ITB 5.1	For purposes of ITB5.1, 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 differs substantially in its basic characteristics or in purpose or utility from its components.

B. Bidding Documents

ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p><i>Department of Public Works and Transport</i></p> <p>Attention: <i>Mr.Khammeuane XAYTHAVONG, Deputy Director General</i></p> <p>Floor/Room number: <i>Room No. 201, 2nd floor, Road Sector Office</i></p> <p>Street Address: <i>Road No. 3910, Yuan Village</i></p> <p>City: <i>Phonesavanh, Xiengkhouang Province</i></p> <p>Country: <i>Lao PDR</i></p> <p>Telephone: <i>+856 061 213 413</i></p> <p>Facsimile number: <i>+856 061 213 41</i></p> <p>Electronic mail address: <i>kmxpv8@gmail.com</i></p> <p>Requests for clarification should be received by the Employer no later than: <i>twenty (20) days prior to submission of bids</i></p>
ITB 7.2	Web page: <i>www.mpwt.gov.la</i>
ITB 7.3	<p>A Pre-Bid meeting <i>shall</i> be held at the following time, date and place:</p> <p>Time: 0900 hours</p> <p>Date: <i>.. August 2018 (to be advised)</i></p> <p>Place: Conference Room, Road Sector Office, Department of Public Works and Transport, Phonesavanh, Xiengkhouang Province</p> <p>A site visit conducted by the Employer <i>will be</i> organized in conjunction with the Pre-Bid meeting.</p>

C. Preparation of Bids

ITB 10.1	The language of bid is <i>English</i> .
ITB 11.1 (b)	The following schedules shall be submitted with the bid: <i>None</i>
ITB 11.1 (h)	<p>The Bidder shall submit with its bid the following additional documents:</p> <p>i. Code of Conduct (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-clause 1.1.2.7 of the GCC), 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.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>ii. 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 Environmental, Social, Health and Safety (ESHS) risks specified in Environmental Code of Practices (ECOPs) (see Vol II-Part 2 Section VIIB Particular Specification) including but not limited to the following:</p> <ul style="list-style-type: none"> • <i>Traffic Management Plan to ensure safety of local communities from construction traffic;</i> • <i>Water Resource Protection Plan to prevent contamination of drinking water;</i> • <i>Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit;</i> • <i>A plan for the mobilization of labour and worker camping risk management including Gender based violence, Violence against Children and sexual exploitation and abuse (GBV/VAC/SEA) prevention and response action plan.</i> • <i>Communication system to be in place between the Supervision Engineers and focal staff appointed from the contractor to ensure that a) construction or civil work will not commence until after the resettlement and compensation for land and assets to be potentially affected by the project activities and necessary support, if required have been provided to project affected people or households, and b) complaints and grievances that may be raised by the PAPs/PAHs are received, discussed with concerned parties (e.g PPWTO, Resettlement Committee, Village Authority) and addressed in a timely manner.</i>

ITB 13.1	Alternative bids <i>are not</i> permitted.
ITB 13.2	Alternative times for completion <i>are not</i> permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>Not Applicable</i> If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 14.5	The prices quoted by the Bidder <i>will be</i> subject to adjustment during the performance of the Contract.
ITB 18.1	The bid validity period shall be: <i>one hundred twenty (120) days</i> .
ITB 20.1	In addition to the original of the bid, the number of copies is: <i>three (3) copies and one (1) CD</i>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.2.</i>

D. Submission and Opening of Bids

ITB 22.1	For <u>bid submission purposes</u> only, the Employer's address is: <i>Department of Public Works and Transport</i> Attention: <i>Mr.Khammeuane XAYTHAVONG, Deputy Director General</i> Floor/Room number: <i>Room No. 201, 2nd floor, Road Sector Office, Department of Public Works and Transport</i> Street Address: <i>Road No. 3910, Yuan Village</i> City: <i>Phonesavanh, Xiengkhouang Province</i> Country: <i>Lao PDR</i>
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	<p>The deadline for submission of bids is: Date: <i>7 September 2018</i> Time: <i>1400 hours</i> Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at: <i>Department of Public Works and Transport</i> Floor/Room number: <i>Conference Room, Road Sector Office, Department of Public Works and Transport</i> Street Address: <i>Road No. 3910, Yuan Village</i> City: <i>Phonesavanh, Xiengkhouang Province</i> Country: <i>Lao PDR</i> Date: <i>7 September 2018</i> Time: <i>1400 hours</i></p>
ITB 25.3	<p>The Letter of Bid and Priced Bill of Quantities shall be initialed by <i>three (3) representatives of the Employer conducting Bid Opening</i></p>

E. Evaluation and Comparison of Bids

ITB 32.1	<p>At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance.</p>
ITB 32.3	<p>Contractor's proposed subcontracting: <i>Subcontracting not permitted under Performance Based Maintenance Contracts.</i> a) For specialized works to be subcontracted, ITB 32.2 should be followed.</p>
ITB 32.4	<p>Bidders are allowed to bid on any number of lots (contracts). The methodology to determine the winning bid is specified in Section III (Evaluation and Qualification Criteria).</p>

F. Award of Contract

ITB 41.1	<p>The Adjudicator proposed by the Employer is: <i>to be named upon contract award.</i> The hourly fee for this proposed Adjudicator shall be: <i>US\$25.00.</i> The biographical data of the proposed Adjudicator is as follows: <i>will be provided during contract award</i></p>
ITB 42.2	<p>The name and address of the office where complaints to the Project Owner under IRR No. 063 are to be submitted is: <i>Public Procurement Monitoring Division of the Ministry of Finance</i></p>

Section III - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 33.2 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

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

1.2 Multiple Contracts

Pursuant to Sub-Clause 33.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts [ITB 33.4]:

Lots

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

Packages

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

Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:

Option 1:

(i) N contracts, each of minimum value V;

or

Option 2:

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than $N \times V$.

(b) For multiple Contracts

Option 1:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

Option 2:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3; etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$. -etc.

or

Option 3:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the applicant has applied for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

---etc,

or

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$, etc, or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than $N1 + N2 + N3$ ---but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ +----.

1.3 Alternative Completion Times (Not Applicable)

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

1.4 Technical Alternatives (Not Applicable)

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

1.5 Specialized Subcontractors (Not Applicable)

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

2. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Lao PDR	Meets conditions of ITB 4.5	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 Law of the Lao PDR	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁵ did not occur as a result of contractor default since 1st January 2013.	Must meet requirement ¹²	Must meet requirements	Must meet requirement ⁶	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.4.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁷ since 1st January 2013	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-2

⁵ Non-performance, shall be decided by the Employer based on contract terminations due to fault of the contractor in execution of the contract, including all contracts where (a) termination was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) termination was so challenged but finally settled against the contractor. Non-performance shall not include instances where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on finally settled disputes or litigation if applicable, 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.

⁶ This requirement also applies to contracts executed by the Bidder as JV member.

⁷ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years ⁸ .	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.	Form CON-3 ESHS Performance Declaration
-----	---	---	---	-----	--	---

⁸ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

3. Financial Situation and Performance

3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as specified in the table below, for the subject contract(s) net of the Bidders other commitments	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments				
		<table border="1"> <thead> <tr> <th>Lot Id. No.</th> <th>Construction Cash Requirement, Lao Kip</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>350,000,000</td> </tr> </tbody> </table>	Lot Id. No.	Construction Cash Requirement, Lao Kip	Lot 1	350,000,000					
		Lot Id. No.	Construction Cash Requirement, Lao Kip								
Lot 1	350,000,000										
(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 <i>five (5)</i> years (2013, 2014, 2015, 2016, 2017) 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 ⁹	<p>Minimum average annual construction turnover must be as specified in the table below, calculated as total certified payments received for contracts in progress and/or completed within the last <i>five (5)</i> years (<i>2013, 2014, 2015, 2016, 2017</i>), divided by <i>five (5)</i> years.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot Id. No.</th> <th style="text-align: center;">Annual Construction Turnover, Lao Kip</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Lot 1</td> <td style="text-align: center;">3,150,000,000</td> </tr> </tbody> </table>	Lot Id. No.	Annual Construction Turnover, Lao Kip	Lot 1	3,150,000,000	Must meet requirement	Must meet requirement	Must meet 50%, of the requirement	Must meet 70%, of the requirement	Form FIN – 3.2
Lot Id. No.	Annual Construction Turnover, Lao Kip										
Lot 1	3,150,000,000										

⁹ See page 8 for evaluation notes on financial criteria.

Any unacceptable and/or abnormal features which may lead to financial problems should alert the Employer to seek expert professional advice for further review and consideration for disqualification of the Bidder.

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 <i>five (5)</i> years, starting 2013 .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1				
4.2 (b)	Specific Construction & Contract Management Experience	(i) A minimum number of similar ¹⁰ contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor ¹⁰ between 1st January 2013 and deadline for submission: two (2) contracts, each of minimum. value as specified in the table below: <table border="1" data-bbox="459 726 936 837"> <thead> <tr> <th>Lot No.</th> <th>Min. Contract Value, Lao Kip</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>2,500,000,000</td> </tr> </tbody> </table>	Lot No.	Min. Contract Value, Lao Kip	Lot 1	2,500,000,000	Must meet requirement	Must meet requirement ¹¹	N/A	N/A	Form EXP 4.2(a)
Lot No.	Min. Contract Value, Lao Kip										
Lot 1	2,500,000,000										

¹⁰The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work’s Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

¹¹ 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.

4.2 (b)		<p>For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor¹² on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed¹³:</p> <table border="1" data-bbox="459 539 936 1066"> <thead> <tr> <th>Key Activities</th> <th>Min. Production Requirement / year</th> </tr> </thead> <tbody> <tr> <td>Filling of potholes with base material (m3)</td> <td>12</td> </tr> <tr> <td>Clearing ditches by machine (km)</td> <td>7</td> </tr> <tr> <td>Reshaping the road, incl. ditches (km)</td> <td>22</td> </tr> <tr> <td>Regravelling/Spot filling (km)</td> <td>18</td> </tr> <tr> <td>Surface patching of potholes (m2)</td> <td>50</td> </tr> <tr> <td>Spot Resealing (km)</td> <td>7</td> </tr> </tbody> </table>	Key Activities	Min. Production Requirement / year	Filling of potholes with base material (m3)	12	Clearing ditches by machine (km)	7	Reshaping the road, incl. ditches (km)	22	Regravelling/Spot filling (km)	18	Surface patching of potholes (m2)	50	Spot Resealing (km)	7	Must meet requirements	Must meet requirements	N/A	<p>Must meet the following requirements for the key activities listed below:</p> <table border="1" data-bbox="1514 323 1953 882"> <thead> <tr> <th>Key Activities</th> <th>Min. Production Requirement / year</th> </tr> </thead> <tbody> <tr> <td>Filling of potholes with base material (m3)</td> <td>8</td> </tr> <tr> <td>Clearing ditches by machine (km)</td> <td>5</td> </tr> <tr> <td>Reshaping the road, incl. ditches (km)</td> <td>15</td> </tr> <tr> <td>Regravelling/Spot filling (km)</td> <td>13</td> </tr> <tr> <td>Surface patching of potholes (m2)</td> <td>35</td> </tr> <tr> <td>Spot Resealing (km)</td> <td>5</td> </tr> </tbody> </table>	Key Activities	Min. Production Requirement / year	Filling of potholes with base material (m3)	8	Clearing ditches by machine (km)	5	Reshaping the road, incl. ditches (km)	15	Regravelling/Spot filling (km)	13	Surface patching of potholes (m2)	35	Spot Resealing (km)	5	Form EXP – 4.2 (b)
Key Activities	Min. Production Requirement / year																																		
Filling of potholes with base material (m3)	12																																		
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¹²For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

¹³ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

Notes on Evaluation of Financial Criteria and Prices

The financial information (consisting of profit and loss statements, detail and consolidated balance sheets etc) provided by a Bidder should be reviewed in its entirety to allow a truly informed judgement, and the pass-fail decision on the financial position of the Bidder should be given on this basis. The main indicators used to assess this requirement are “working capital” and “net worth”.

- (i) **Working Capital** is the difference between current assets and current liabilities, and measures the firm’s ability to generate cash in the short term. Current assets are cash and other assets suitable for conversion into cash within one year. Current liabilities are monetary obligations that must be paid out the current year.
- (ii) **Net worth or net equity** is the difference between total assets and total liabilities. The net worth measures the firm’s ability to produce profits over the long run as well as its ability to sustain losses. Although the yearly figures for **net worth** indicates the growth of the firm, the **return on equity** gives a better indication of the efficiency within the firm. This is obtained by dividing the annual profit before taxes by the net worth of the previous year and expressed as a percentage. The **return on equity** and the Bidder’s **net worth** must be positive. **A Bidder’s net worth should not be less than the stated values in order to meet the requirement;**
- (iii) **Bid capacity** is computed on the basis of either **net worth** or **working capital** compared to the value of the Bidder’s outstanding work. The difference must not be less than the contract value of the Works;
- (iv) **Current ratio** (*current assets divided by current liability*) – this gives an indication of the strength of the company’s working capital. If the resultant ratio is one or greater, the result is considered good;
- (v) **Acid test ratio** (*cash, temporary investments, accounts receivable, divided by current liability*) – this gives an indication of the liquidity of the business and a resultant of 0.8 is considered acceptable;
- (vi) **Total liability to net worth** (*total liability, divided by net worth*) – this gives an indication of the overall financial position of the company and for a construction company, the ratio should be between 3 to 1 and 4 to 1. Higher gearing in construction would not be expected.
- (vii) **Analysis of Prices** - when examining the rates and prices quoted in the bids the following will be taken into account:
 - an **Examination of Unbalanced Prices for Lowest Evaluated Bid** will be made. For each contract, a comparison of unit rates and prices, particularly early works items, of the lowest evaluated bid against the average rates of the other two lowest bidders, as well as, the MPWT/DPWT Project Manager's estimate, will be carried out;
 - **High Unit Rates and Prices** - a unit rate or price is considered high if it is 33% higher than the average of the two other low bids and the MPWT/DPWT Project Manager's estimate. If the value of a high priced item as a percentage of the total bid is higher than 5% then it may indicate that the bid is unbalanced and may be disqualified;
 - **Reasonableness of Price of Lowest Evaluated Bid** - if the rates and prices of the bidder are substantially lower when compared to the MPWT/DPWT Project Manager's estimate and the prices for similar works, then it is questionable whether the contractor could successfully complete the work in accordance with the specification and the program. This may be a reason for disqualification.

Any unacceptable and/or abnormal features which may lead to financial problems will result in further review and consideration for disqualification of the Bidder.

Personnel Requirements

Using Form PER-1 and PER-2 in Section 4 (Bidding Forms), the Bidder must demonstrate it has personnel that meet the following requirements:

Item No.	Position Total Work Experience [years]	Experience In Similar Work [years]
1	Contractor's Project Manager	10
2	Road Maintenance Engineer	8
3	Junior Engineer	8
4	Laboratory Engineer <i>(to be available as required)</i>	5
5	General Foreman	8
6	Safety Officer	5

Equipment Requirements

Using Form for Equipment in Section 4 (Bidding Forms), the Bidder must demonstrate it has the key equipment listed below:

Equipment	Minimum number required	Notes
Hydraulic Excavator, pneumatic wheels	1	Additional number need to show availability in case of major landslide
Wheel Loader – Cat.950B FEL or similar	1	Need to show availability in case of major landslide
Dump Truck – 8-10 m ³ (for earthworks/ aggregates/and paving)	2	Additional dump trucks to be available as required
Water bowser with spray bar	1	
Motorgrader – Cat.12 G or similar (fitted with scarifiers)	1	
Vibrating roller, smooth steel wheels, 9-12 tonnes	1	
Bitumen Heater (small/or medium scale, towing type)	1	
Mechanical Aggregate Spreader (small/or medium scale)	1	Need to show availability in case of substantial resealing work is expected
Pneumatic tired roller – 5 tonnes capacity	1	Need to show availability in case of substantial resealing work is expected
Hand operated vibrating roller	1	
“Whacker-Packer” 2 ton vibratory	2	

Section IV - Bidding Forms

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Letter of Bid

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

Note: All italicized text is for use in preparing these forms and shall be deleted from the actual submissions.

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

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

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]*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures,]*

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures,]

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures,]

- (f) 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) Our bid shall be valid for a period in accordance with ITB 18 of the Instructions to Bidders of the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) 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 Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) Our firm, its affiliates or subsidiaries, including any of our subcontractors or suppliers for any part of the contract have not been declared ineligible by the Bank or by an act of compliance with a decision of the United Nations Security Council (*if the contract is to be financed by the Government of the Lao PDR, replace “by the Bank” with “under the Laws of the Lao PDR or official regulations” and delete “or by an act of compliance with a decision of the United Nations Security Council”.*);
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹⁴
- (l) 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.”)

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (p) We agree to permit the Bank or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

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]***

¹⁴*Bidder to use as appropriate*

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

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

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

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

** : Person signing the Bid shall have the Power of Attorney given by the Bidder to be attached with the Bid Schedules.

Schedules

Bill of Quantities

A. PREAMBLE

1. The Bills of Quantity shall be read in conjunction with the General and Particular Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bills of Quantity are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bills of Quantity, where applicable, and otherwise at such rates as the Engineer may fix within the terms of the Contract.
3. The rates and prices in the priced Bills of Quantity shall, except as otherwise provided under the Contract, include all construction equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bills of Quantity, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bills of Quantity.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bills of Quantity, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantity. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bills of Quantity.
7. Provisional sums included and so designated in the Bills of Quantity shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with the Conditions of Contract.
8. The method of measurement of completed work for payment shall be in accordance with the Specifications and Particular Specifications.
9. Arithmetic errors will be corrected by the Employer as follows:
 - 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 totals, 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.

10. Rock is defined as solid un-fractured material that cannot be excavated by a hydraulic excavator rated at 100kW power rating, efficiently operated and fitted with a rock bucket less than 600 mm wide with ripper teeth but requires the use of a hydraulic excavator fitted with a rock breaker, or a pneumatic jack hammer, or the use of explosives to loosen the rock. Any isolated boulders or broken fractured materials of less than 0.25m³ (780mm equivalent diameter) shall not be considered as rock. Concrete of any type shall not be considered as rock.

Lot 1: Bill PB01 – Performance-Based Routine Maintenance Works

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
PB01.1	Road Nos. 3909 in Phoukoud District Double Bituminous Surface Treatment (DBST) Sections of:				
PB01.1-1	Road No. 3909 (4.00km)	Km-month	162.0		
PB01.2	Gravel Surface Sections of:				
PB01.1-1	Road No. 3909 (51.00km)	Km-month	1,326.0		
PS01-2	Provision of Safety Organization, Safety Activities and Safety Measures	Lump Sum	1		
605-1	Provisional Item - Traffic signs replace and /or add	number	23		
BILL TOTAL (Carried forward to Summary of Bills):					

Lot 1: Bill IMW01 – Initial Maintenance Works

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
	Road No. 3909 in Phoukoud District				
MAC 132	Clearing of Ditches by Machine	m	--		
MAC 121	Heavy Grading	m ²	--		
MAC 125	Spot Filling	m ³	8,100		
MAC 133	Clearing of Culverts	number	24		
MAC 134	Repair of Culverts	number	9		
MAC 222	Reshaping the road, incl. ditches	m ²	169,200		
301-1	Re-gravelling	m ³	3,976		
MAC 135	Repair of Erosion Damages	m ³	600.0		
	BILL TOTAL (Carried forward to Summary of Bills):				

Lot 1: Bill EW01 - Emergency Works - Road Nos. 5102, 5156

Item No.	Description	Unit	Provisional Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
203-5	Removal of Landslides	m ³	249.00		
404-5	Fill Using River Gravel or Rock	m ³	145.50		
306-1	Tack Coat	litre	623.00		
MAC 132	Cleaning Side Ditch by Machine	m	3,534.00		
MAC 133	Cleaning of Culverts	number	56.00		
402	Repair of Culverts	number	25.00		
404-1	Repair of Erosion Damage	m ³	270.00		
512	Repair of Retaining Wall	m ³	71.00		
404-1	Repair of Ditch Lining	m ²	52.00		
MAC 151	Repair of Traffic Sign	number	44.00		
MAC 152	Repair of Guardrails	m	58.00		
MAC 153	Repair of Guide Posts	number	83.00		
MAC 156	Repair, Remove Community Barrier	number			
MAC 153-1	Repair of Kilometer Post	number	21.00		
203-5	Excavation of Unsuitable Material	m ³	416.00		
204-1	Repair of Subgrade including Provision of New Material	m ³	312.00		
301-1	Repair of Subbase including Provision of New Material	m ³	416.00		
302-1	Repair of Base including Provision of New Material	m ³	416.00		
303-1	Prime Coat	m ²	208.00		
304-1	First Seal Coat and Aggregate	m ²	208.00		
304-2	Second Seal Coat and Aggregate	m ²	208.00		
BILL TOTAL (Carried forward to Summary of Bills):					

*Note: (i) The bidders rates and prices for Emergency Works are part of their bid.
(ii) Items in the MPWT General Specification are numbered 301, 404 etc; whereas the MAC (Maintenance Activity Codes are numbered MAC-132, 156 etc.*

Lot 1: SUMMARY OF BILLS

Description	Amount (Lao Kip)
Bill PB01 Performance-Based Maintenance Works Pek District, Road Nos. 3909	
Bill IMW 01 Initial Maintenance Works, Road No. 3909	
Bill EW01 Emergency Works Road No. 3909	
(A) Sub - Total	
(B) Contingencies (at 5% of Sub-Total)	
(A)+ (B) TOTAL BID PRICE (to be entered in Letter of Price Bid as Bid Sum)	

[Note: The Provisional Sum for Emergency Works is a percentage of the sum of all other price components of the contract. The percentage may vary widely from one contract to another, depending on the particular conditions of the area in which the roads under contract are located. It is probably higher for mountain roads than for roads in flat areas, but there are many other factors which may play a role. As a rule of thumb, the provision may be estimated somewhere between 5 and 25 percent of the total contract amount.]

Technical Proposal

Technical Proposal Forms

The bidder's Technical Proposal shall include the following elements:

- A. Personnel**
 - B. Equipment**
 - C. Site Organization**
 - D. Method Statement**
 - E. Mobilization Schedule**
 - F. Construction Schedule**
 - G. Code of Conduct (ESHS)**
 - H. ESHS Management Strategies and Implementation Plans**
- Others**

Forms for Personnel

Form PER – 1

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

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

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. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

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

The following information shall be provided only for equipment not owned by the Bidder.

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

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: _____

PBC 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:
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 <input type="checkbox"/> 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 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2

Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

PCB No. and title: _____

Page ____ of ____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of incorporation:
JV member's legal address in country of registration:
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 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON-2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

PBC No. and title: _____

Page ____ of ____ pages

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications

- Contract non-performance did not occur since 1st January **2011** specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.
- Contract(s) not performed since 1st January **2011** specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kip equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non-performance:	

Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications

- No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.
- Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.

Form CON-3

Environmental, Social, Health, and Safety Performance Declaration

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

Bidder's Name:.....

Date:

Joint Venture Member's Name:

PBC No. and name:.....

Page ofpages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification document

No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.

Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<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 CCC

Current Contract Commitments / Works in Progress

Bidders and each partner 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.

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

Form FIN – 3.1

Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

PBC No. and title: _____

Page _____ of _____ pages

1. Financial data

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

2. Sources of Finance

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

No.	Source of finance	Amount (Kip equivalent)
1		
2		
3		
4		
5		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for 5 years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. 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 statements¹⁵ for the 5 years required above; and complying with the requirements

¹⁵ 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 _____

Date: _____

Joint Venture Member's Name: _____

PBC No. and title: _____

Page ____ of _____ pages

	Annual turnover data (construction only)		
Year	Amount Currency	Exchange rate	Kip equivalent
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Average Annual Construction Turnover *			

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

Form FIN3.3

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)

Source of financing	Amount (Kip equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

PBC 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: _____

Joint Venture Member's Name: _____

PBC No. and title: _____

Page ____ of ____ pages

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			Kip *	
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.)**

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

Form EXP – 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

Sub-contractor's Name¹⁶ (as per ITB 32.2 and 34.3): _____

PBC No. and title: _____

Page ____ of ____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 32.2 and 34.3 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				Kip
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:				

¹⁶ If applicable.

Address:	
Telephone/fax number	
E-mail:	

2. Key Activity No. TWO etc

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

Section V - Eligible Countries

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

1. In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7 (a) and 5.1 *None*

Under ITB 4.7 (b) and 5.1 *None*

Section VI -1 Corrupt and Fraudulent Practices

(for World Bank financed contracts)

(This Section shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption”:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁷ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁸;
 - (ii) “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;¹⁹
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;²⁰
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;²¹
 - (v) “obstructive practice” is

¹⁷In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁸ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

²⁰ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

²¹ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,²² including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²³;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

²² A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²³ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Section VI-2 - Article 39: Sanctions

(for a Lao Government Project)

Article 39: Sanctions (Decree No. 03/PM on Government Procurement of Goods, Construction, Maintenance and Services, dated January 9, 2004)

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.