



**LAO PEOPLE'S DEMOCRATIC REPUBLIC**

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

**BIDDING DOCUMENT  
FOR PROCUREMENT OF  
CIVIL WORKS**

*Lao Road Sector Project 2 (LRSP2)  
Contract No. CW-XIE-03: Climate Resilient Maintenance of  
Road No. 3904 from Km 0+000 (Ban Phoumoueng) to Km 14+440 (Ban  
Ban, NR1C)*

**VOLUME 1  
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)**
- Section V – Eligible Countries (ELC)**
- Section VI – Corrupt and Fraudulent Practices**

**Request for Bids No: CW-XIE-03-RFB3**

**Issued on: 28 March 2018**

**Contract No: CW-XIE-03**

# 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 Invitation 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 Section VI, 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 Bank<sup>1</sup>”) 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.

Payment by the Fund will be made only at the request of the Borrower and upon approval by the Fund, as applicable<sup>2</sup> and will be subject, in all respects, to the terms and conditions of the relevant Loan (or other financing) Agreement(s). The Loan (or other financing) Agreement(s) prohibits a withdrawal from the Loan (or other financing) account<sup>3</sup> 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 Fund, 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

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

<sup>2</sup> To be further detailed in the contract.

<sup>3</sup> Please note that in the case of NDF funding, NDF makes payments directly to the contractor upon receipt and approval of a disbursement request from the Employer.

financing) Agreement(s) or have any claim to the proceeds of the Loan (or other financing).

**3. Corrupt and Fraudulent Practices**

3.1 The Fund require compliance with the Fund's policy (as applicable, to be detailed in the contract) in regard to corrupt and fraudulent practices as set forth in Section VI and on the following website:

<https://www.ndf.fi/sites/ndf.fi/files/attach/>

NDF\_Policy\_on\_Anticorruption\_and\_Integrity\_2012.pdf  
(Fund's policy).

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, subconsultants, service providers, or suppliers and any personnel thereof, to permit the Government, or the Fund 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 Fund.

**4. Eligible Bidders**

4.1 This Invitation 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 Fund in accordance with the above ITB 3.1, or shall be ineligible to be prequalified for, bid for, or be awarded a Fund-financed contract or benefit from a Fund-financed contract as applicable, financially or otherwise, during such period of time as the Fund, shall have determined. The



lists of debarred firms and individuals by the Fund 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 operation 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

Section IV - Bidding Forms

Section V – Eligible Countries

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

Section VI-2 – Asian Development Bank Policy –  
Corrupt and Fraudulent Practices

Section VI-3 – 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

## **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 Invitation 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 Laotian 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 to the Laotian 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 prices<sup>4</sup> 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.

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<sup>4</sup> In lump sum contracts, delete “rates and prices and the” sum price.”

- 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 of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 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) 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 39.
- 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 ITB11.

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 Quantities<sup>5</sup> for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork<sup>6</sup> items, where priced competitively;

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<sup>5</sup> In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

<sup>6</sup> 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.

- (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).
- 33.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion 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.
- 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 substantially responsive bid 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. Signing of Contract**
- 39.1 Promptly upon notification, 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**
- 40.1 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.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security or 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 to Complain of Bidder.**
- 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](http://www.worldbank.org) or [www.adb.org](http://www.adb.org).

## Section II - Bid Data Sheet (BDS)

### A. Introduction

<b>ITB 1.1</b>	<p>The number of the Invitation for Bids is: <b><i>CW-XIE-03-IFB1</i></b></p> <p>The Employer is: <b><i>Ministry of Public Works and Transport, Department of Public Works and Transport, Xiengkhouang Province</i></b></p>
<b>ITB 1.1</b>	<p>The name of the bidding process is: <b><i>Climate Resilient Maintenance of Road No. 3904 from Km 0+000 (Ban Phoumeuang) to Km 13+440 (Ban Ban, NR1C)</i></b></p> <p>The identification number of the bidding process is: <b><i>CW-XIE-01</i></b></p> <p>The number and identification of lots comprising this bidding process is: <b><i>one lot</i></b></p>
<b>ITB 2.1</b>	<p>The financing institution is <b><i>The Nordic Development Fund</i></b></p> <p>The name of the Project is: <b><i>Lao Road Sector Project 2 (LRSP2)</i></b></p> <p>Loan or Financing Agreement amount: <b><i>NDF Amount = USD 9.7million</i></b></p>
<b>ITB 4.2</b>	<p>Maximum number of members in the JV shall be: <b><i>three (3) members</i></b></p>
<b>ITB 4.4</b>	<p>Lists of debarred firms and individuals is available at the Bank's external website:</p> <p>The World Bank: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>
<b>ITB 5.1</b>	<p>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.</p>

## B. Bidding Documents

<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p><b><i>Department of Public Works and Transport</i></b></p> <p>Attention: <b><i>Mr. Khammeuane XAYPHAVONG, Deputy Director of Department of Public Works and Transport, Xiengkhouang Province</i></b></p> <p>Street Address: <b><i>Road 3910, Yuan village, Paek district, Xiengkhouang Province</i></b></p> <p>Floor/Room number: <b><i>Conference room of Department of Public Works and Transport, Xiengkhouang Province</i></b></p> <p>City: <b><i>Paek, Xiengkhouang</i></b></p> <p>ZIP Code: None</p> <p>Country: <b><i>Lao PDR</i></b></p> <p>Telephone: <b><i>+856 61 213413</i></b></p> <p>Facsimile number: <b><i>+856 61 213413</i></b></p> <p>Electronic mail address: <b><i>kmxpv8@gmail.com</i></b></p> <p>Requests for clarification should be received by the Employer no later than: <b><i>ten (10) days prior to submission of bids</i></b></p>
<b>ITB 7.1</b>	Web page: <a href="http://www.mpwt.gov.la">www.mpwt.gov.la</a>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <b><i>shall</i></b> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Time: <b><i>0900 hours</i></b></p> <p>Date: <b><i>25 April 2018</i></b></p> <p>Place: <b><i>DPWT - Xiengkhouang Province, conference room of Department of Public Works and Transport, Xiengkhouang Province</i></b></p> <p>A Site Visit conducted by the Employer <b><i>shall be</i></b> organized at the following date, time and place:</p> <p>Date: <b><i>9 April 2018</i></b></p> <p>Time: <b><i>0900 hours</i></b></p> <p>Place: <b><i>Meeting point is at Department of Public Works and Transport, Xiengkhouang Province</i></b></p>

### C. Preparation of Bids

<b>ITB 10.1</b>	The language of bid is <b>English</b> .
<b>ITB 11.1 (b)</b>	The following schedules shall be submitted with the bid: <b>None</b>
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit with its bid the following additional documents:</p> <p><b>Code of Conduct (ESHS)</b></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. <i>[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, violence against children, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc.]</i></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><b>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the key Environmental, Social, Health and Safety (ESHS) risks identified in the Environmental and Social Management Plan (ESMP) and Environmental Codes of Practice (ECOPs) including the following risks;</p> <ul style="list-style-type: none"> <li>• <i>Traffic Management Plan to ensure safety of local communities from construction traffic;</i></li> <li>• <i>Surplus Materials Disposal Plan;</i></li> <li>• <i>Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit;</i></li> <li>• <i>A plan for labor influx 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></li> <li>• <i>Communication system to be in place between the Project Manager and focal staff appointed by the Contractor to ensure that a) maintenance or civil works will not commence until after the resettlement and compensation for land assets to be potentially affected by the project activities and necessary support, if required have been provided to</i></li> </ul>

	<p><i>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></p> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.</p>
<b>ITB 13.1</b>	Alternative bids <b><i>shall not be</i></b> permitted.
<b>ITB 13.2</b>	Alternative times for completion <b><i>shall not be</i></b> permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b><i>Not Applicable</i></b> If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
<b>ITB 14.5</b>	The prices quoted by the Bidder <b><i>shall not be</i></b> subject to adjustment during the performance of the Contract.
<b>ITB 18.1</b>	The bid validity period shall be: <b><i>one hundred twenty (120) days.</i></b>
<b>ITB 18.3 (a)</b>	<b><i>Not applicable</i></b>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b><i>three (3) copies and one (1) CD</i></b>
<b>ITB 20.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p><b><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></b></p>

## D. Submission and Opening of Bids

<p><b>ITB 22.1</b></p>	<p>For <b>bid submission purposes</b> only, the Employer's address is:</p> <p><i>Department of Public Works and Transport</i></p> <p>Attention: <i>Mr. Khammeuane XAYPHAVONG, Deputy Director of Department of Public Works and Transport, Xiengkhouang Province</i></p> <p>Street Address: <i>Road 3910, Yuan Village, Paek District, Xiengkhouang Province</i></p> <p>Floor/Room number: <i>Road Sector Office, Department of Public Works and Transport, Xiengkhouang Province</i></p> <p>City: <i>Paek, Xiengkhouang Province</i></p> <p>ZIP Code: None</p> <p>Country: <i>Lao PDR</i></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <i>21 May 2018</i></p> <p>Time: <i>1400 hours</i></p> <p>Bidders <b>shall not</b> have the option of submitting their bids electronically.</p>
<p><b>ITB 25.1</b></p>	<p>The bid opening shall take place at:</p> <p><i>Department of Public Works and Transport</i></p> <p>Street Address: <i>Road 3910, Yuan village, Paek district, Xiengkhouang Province</i></p> <p>Floor/Room number: <i>Conference room of Road Sector Office, Department of Public Works and Transport, Xiengkhouang Province</i></p> <p>City: <i>Paek, Xiengkhouang Province</i></p> <p>Country: <i>Lao PDR</i></p> <p>Date: <i>21 May 2018</i></p> <p>Time: <i>1400 hours</i></p>
<p><b>ITB 25.3</b></p>	<p>The Letter of Bid and Priced Bill of Quantities shall be initialed by <b>three (3)</b> representatives of the Employer conducting Bid opening</p>

## E. Evaluation and Comparison of Bids

<p><b>ITB 32.1</b></p>	<p>At this time the Employer <b>does not intend</b> to execute certain specific parts of the Works by sub-contractors selected in advance.</p>
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<b>ITB 32.3</b>	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is <b>10% of the total contract amount</b></p> <p>a) For specialized works to be subcontracted, ITB 32.2 should be followed.</p> <p>Additionally,</p> <p>b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>c) Subcontractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
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## F. Award of Contract

ITB 41.1	<p>The Adjudicator proposed by the Employer is: <b><i>to be named upon contract award.</i></b></p> <p>The hourly fee for this proposed Adjudicator shall be: <b>25US\$.</b></p> <p>The biographical data of the proposed Adjudicator is as follows: <b><i>will be provided during contract award</i></b></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: <b><i>Procurement Monitoring Office of the Ministry of Finance</i></b></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 (Not Applicable)**

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

### **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	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	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	<b>Conflict of Interest</b>	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	<b>Fund Eligibility</b>	Not having been declared ineligible by the Fund, 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	<b>Government Owned Entity of the Borrower country</b>	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	<b>United Nations resolution or Borrower’s country law</b>	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

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	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>7</sup> did not occur as a result of contractor default since <b>1<sup>st</sup> January 2012.</b>	Must meet requirement <sup>12</sup>	Must meet requirements	Must meet requirement <sup>8</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity</b>	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	<b>Pending Litigation</b>	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

<sup>7</sup> 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.

<sup>8</sup> This requirement also applies to contracts executed by the Bidder as JV member.

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	
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>9</sup> since 1 <sup>st</sup> <b>January 2013</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration: Environmental, Social, Health, and Safety (ESHS) past performance</b>	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)), violence against children (VAC) or health or safety requirements or safeguard in the past five years <sup>10</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	N/A	Form CON-3 ESHS Performance Declaration

<sup>9</sup>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.

<sup>10</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

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	
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	<p>(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 <i>Lao Kip 1.5 billion</i>, for the subject contract(s) net of the Bidders other commitments</p> <p>(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.</p> <p>(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) years (2013, 2014, 2015, 2016, 2017)</i> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term</p>	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments
			Must meet requirement	Must meet requirement	N/A	N/A	
			Must meet requirement	N/A	Must meet requirement	N/A	

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	
		profitability.					
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <i>Lao Kip 12 billion</i> , 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	Must meet requirement	Must meet requirement	Must meet _____%, _____ of the requirement	Must meet _____% , _____ of the requirement	Form FIN – 3.2

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	
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	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 <i>2013</i> .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of similar <sup>11</sup> contracts specified below that have been satisfactorily and substantially <sup>12</sup> completed as a prime contractor, joint venture member <sup>13</sup> , management contractor or sub-contractor <sup>13</sup> between <i>1st January 2013</i> and application submission deadline: (i) <i>two (2)</i> contracts, each of minimum value of <i>Lao Kip 10 billion</i> ;	Must meet requirement	Must meet requirement <sup>14</sup>	N/A	N/A	Form EXP 4.2(a)

<sup>11</sup>The 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.

<sup>12</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>13</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement.

<sup>14</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor <sup>15</sup> 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 completed <sup>16</sup> : <i>[list activities indicating volume, number or rate of production as applicable]</i> <sup>17</sup>	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below <i>[list key activities and the corresponding minimum requirements]</i>	Form EXP – 4.2 (b)

<sup>15</sup>For 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.

<sup>16</sup> 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).

<sup>17</sup> The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.



## 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 final products.*

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

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

Invitation 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 Fund 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;<sup>18</sup>
- (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]***

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

<sup>18</sup>*Bidder to use as appropriate*

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

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

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

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

## **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 0.25m<sup>3</sup> (780mm equivalent diameter) shall not be considered as rock. Concrete of any type shall not be considered as rock.

## B. WORK ITEMS

### Bill 100 – General Provisions

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
	<b>Securities and Insurances</b>				
101-1	Performance Security	lump sum	1		
101-2	Bank Guarantee for Advance Payment	lump sum	1		
101-3	Insurance of the Works	lump sum	1		
101-4	Insurance of Contractor's Equipment	lump sum	1		
104-5	Third Party Insurance	lump sum	1		
	<b>Miscellaneous Obligations</b>				
102-6	Contract Sign Board	number	2		
102-8	Progress Photographs	month	20		
PS3-1	Provision of Safety Organization, Safety Activities and Safety Measures	Lump Sum	1		
	<b>Contractor's Establishments</b>				
103-1	Provision of Contractor's Establishments	lump sum	1		
103-2	Maintenance of Contractor's Establishments	month	20		
	<b>Facilities for the Project Manager</b>				
104-2	Maintenance of Project Manager's Office	month	20		
104-5	Field Equipment	lump sum	1		
	<b>Laboratory Facilities</b>				
105-1	Provision of Main Laboratory	Number	1		
105-2	Maintenance of Main Laboratory	month	20		
	<b>BILL TOTAL</b> (Carried forward to Summary of Bills):				

**Bill 200 – Earthworks**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
	<b>Preparatory Works</b>				
201-1	Clearing and Grubbing	m <sup>2</sup>	107,950		
	<b>Removal Works</b>				
202-1	Removal of Structures (Provisional)	m <sup>3</sup>	100		
	<b>General Excavation</b>				
203-1	Common Excavation	m <sup>3</sup>	5,000		
203-3	Unsuitable Excavation (Provisional)	m <sup>3</sup>	1,000		
	<b>Embankment Works</b>				
204-2	Embankment from Excavated Materials	m <sup>3</sup>	2,000		
	<b>Structural Excavation</b>				
207-1	Structural Excavation (Common)	m <sup>3</sup>	400		
207-2	Structural Excavation (Rock)	m <sup>3</sup>	200		
	<b>BILL TOTAL</b> (Carried forward to Summary of Bills):				



**Bill 300 – Pavement**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
302-2	<b>Base Course</b> Base Course Type B	m <sup>3</sup>	3,116		
303-1	<b>Prime Coat</b> Prime Coat	liter	35,820		
304-1	<b>Surface Treatment</b> Seal Coat	liter	119,525		
304-2	Cover Material (16 mm nominal size)	m <sup>3</sup>	388		
304-3	Cover Material (10 mm nominal size)	m <sup>3</sup>	605		
	<b>BILL TOTAL</b> (Carried forward to Summary of Bills):				

**Bill 400 – Drainage**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
	<b>Pipe Culverts</b>				
402-2	Pipe Culverts, 1000mm diameter	m	48		
	<b>Drains, Apron Protection and Inlet and Outlet Structures for Pipe Culverts</b>				
404-1	Concrete (Grade 25) for Reinforced Concrete Drains, Manholes and Inlet/Outlet Structures	m <sup>3</sup>	29		
404-2	Reinforcing Steel for Reinforced Concrete Drains, Manholes and Inlet/Outlet Structures	tonne	2		
404-3	Underdrain Perforated PVC Pipe, 200 mm diameter	m	50		
404-4	Concrete Grade 20 MPa for Concrete Lined Drain	m <sup>3</sup>	2,379		
404-5	Stone Masonry	m <sup>3</sup>	100		
404-6	Concrete Curbs	m <sup>3</sup>	200		
	<b>BILL TOTAL</b> (Carried forward to Summary of Bills):				

**Bill 600 – Miscellaneous**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
	<b>Road Furniture</b>				
603-1	Guardrail	m	200		
	<b>Traffic Markings</b>				
604-1	Traffic Markings	m <sup>2</sup>	6,720		
	<b>Traffic Signs</b>				
605-1	Traffic Signs (Single Post)	number	25		
605-2	Traffic Signs (Double Post)	number	14		
	<b>Miscellaneous</b>				
606-1	Kilometer Posts	number	13		
606-2	Edge Marker (Guide) Posts	number	84		
<b>BILL TOTAL</b> (Carried forward to Summary of Bills):					

**Bill 700 – Contractor’s Environmental and Social Management Plan (C-ESMP)**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
700-1	Provision of Contractor’s Environmental and Social Management Plan and Implementation as required by the ESMP	Provisional Sum	1		
700-2	Provision of labor influx, Sexual Exploitation and Abuse (SEA) /Gender based Violence (GBV), Violence against Children, Awareness and Sensitization Training	Provisional Sum	1		
<b>BILL TOTAL</b> (Carried forward to Summary of Bills):					

## C. DAYWORK SCHEDULE

### General

Work shall not be executed on a daywork basis except by written order of the Engineer. Basic rates for daywork items in the Schedules shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork.

### Daywork Labour

In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of the foremen or supervisory personnel.

The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basis rates entered by him in the **Schedule of Daywork Rates: 1. Labour**. The rates for labour shall be deemed to cover all costs to the Contractor including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with the laws of Lao PDR, as well as Contractor's profit, overheads, superintendence, liabilities and insurance and allowance to labour, timekeeping and clerical and office work, the use of consumable stores water, lighting and power; the use and repair of stagings, scaffolding workshops and stores portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing. The rates shall be stated in United States dollars.

### Daywork Materials

The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed above), at the rates entered by him in the **Schedule of Daywork Rates: 2 Materials** and shall be deemed to include overhead charges and profit as follows:

- a) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The rates shall be stated in Lao Kips.
- b) The cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction Plant in this Schedule.

### Daywork Contractor's Equipment

The Contractor shall be entitled to payments in respect of Contractor's Equipment already on site and employed on daywork at the basic rental rates entered by him in the **Schedule of Daywork Rates: 3. Constructional Plant**. The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Labour.

In calculating the payment due to the Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Constructional Plant was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

The basic rental rates for Contractor's Equipment employed on daywork shall be stated in Lao Kips.

**Daywork Schedule 1 – Labour**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
<b>Local Labour</b>					
DS1-1	Leading hand/ Surveyor	hr	50		
DS1-2	Skilled Operator (Tradesman)	hr	50		
DS1-3	Labourer	hr	50		
<b>SCHEDULE TOTAL</b> (Carried forward to Daywork Summary)					

**Daywork Schedule 2 – Materials**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
<b>Materials Produced On Site</b>					
DS2-1	Washed natural gravel aggregate	m <sup>3</sup>	100		
DS2-2	Crushed gravel aggregate	m <sup>3</sup>	50		
<b>Material Purchased</b>					
DS2-3	Cement	tonne	10		
DS2-4	Cut-back asphalt	liter	1,000		
DS2-5	Steel reinforcing	tonne	10		
DS2-6	Riprap	m <sup>3</sup>	100		
DS2-7	Timber planks	m <sup>3</sup>	50		
<b>SCHEDULE TOTAL</b> (Carried forward to Daywork Summary)					

**Daywork Schedule 3 – Contractor’s Equipment**

Item No.	Description	Unit	Quantity	Unit Price (Lao Kip)	Amount (Lao Kip)
	<b>Transport and Hauling</b>				
DS3-1	Dump Truck, 8-10m <sup>3</sup>	hr	50		
DS3-2	Water Tanker with spray bar	hr	50		
	<b>Excavating and Earthmoving</b>				
DS3-3	Excavator, 80-100 hp	hr	50		
DS3-4	Bulldozer with ripping equipment, 200-300 hp	hr	50		
DS3-5	Motor Grader, 100-120 hp	hr	50		
	<b>Loading and Lifting</b>				
DS3-6	Track Loader, 180-220 hp	hr	50		
DS3-7	Wheel Loader, 100-150 hp	hr	50		
	<b>Compacting</b>				
DS3-8	Steel-wheeled Roller, self-propelled, 10-12t	hr	50		
DS3-9	Rubber-wheeled Roller, self-propelled 10-12t	hr	50		
DS3-10	Vibrating Roller, self-propelled, 12-15t (base)	hr	50		
DS3-11	Padfoot Roller, 60’’	hr	50		
	<b>Concreting</b>				
DS3-12	Concrete Mixer, 3-6 m <sup>3</sup> /hr	hr	50		
	<b>SCHEDULE TOTAL</b> (Carried forward to Daywork Summary)				

**DAYWORK SUMMARY**

<b>Description</b>	<b>Amount (Lao Kip)</b>
Daywork Schedule 1 – Labour	
Daywork Schedule 2 – Materials	
Daywork Schedule 3 – Contractor Equipment	
<b>TOTAL (Carried forward to Summary of Bills)</b>	

**SECTION D – SUMMARY OF BILLS**

<b>Description</b>	<b>Amount (Lao Kip)</b>
Bill 100 General Provisions	
Bill 200 Earthworks	
Bill 300 Pavement	
Bill 400 Drainage	
Bill 600 Miscellaneous	
Bill 700 Contractor's Environmental and Social Management Plan (C-ESMP)	
Sub - Total (Bills 100 - 700)	
Contingencies (at 5% of Sub-Total)	
SUB-TOTAL (with Contingencies)	
Daywork Summary	
<b>TOTAL CONTRACT COST</b> (to be entered in Bid as Bid Sum)	



## Schedule(s) of Adjustment Data (Not applicable)

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
Ll	Nonadjustable Labour				A:
Mm	Materials				B:
E	Equipment				C:
F	Fuel				D:
<b>Total</b>					E: <b>1.00</b>



# **Technical Proposal**

## **Technical Proposal Forms**

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Others**

## Forms for Personnel

### Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified 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.	<b>Title of position</b>
	<b>Name</b>
2.	<b>Title of position</b>
	<b>Name</b>
3.	<b>Title of position</b>
	<b>Name</b>
4.	<b>Title of position</b>
	<b>Name</b>
5.	<b>Title of position</b>
	<b>Name</b>
6.	<b>Title of position</b>
	<b>Name</b>
etc.	<b>Title of position</b>
	<b>Name</b>



## Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in 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.

<b>Type of Equipment*</b>	
<b>Equipment Information</b>	<b>Name of manufacturer,</b>
	<b>Capacity*</b>
	<b>Model and power rating</b>
	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>
	<b>Details of current commitments</b>
<b>Source</b>	<b>Indicate source of the equipment</b> <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.

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

## **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: \_\_\_\_\_  
NCB 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"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not dependent agency of the Employer</li></ul>
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: \_\_\_\_\_

NCB 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 \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

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

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <b>2011</b> specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <b>2011</b> 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			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.			
<input type="checkbox"/> 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: *[insert full name]*  
Date: *[insert day, month, year]*  
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*  
ICB No. and title: *[insert ICB number and title]*  
Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification document			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> 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 covering labor influx and workers camping management, Gender-based Violence (GBV) and Violence against Children (VAC) since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> 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/ VAC/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>	<i>[insert amount]</i>

	Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. GBV/VAC/SEA breaches]</i>	
...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>		
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/ VAC/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: \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

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

### 1. Financial data

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

## 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		

## 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. 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 statements<sup>19</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>19</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name: \_\_\_\_\_

NCB 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 \_\_\_\_\_

NCB 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 \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

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

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			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.)**

<b>Similar Contract No.</b>	<b>Information</b>
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 Name<sup>20</sup> (as per ITB 32.2 and 34.3): \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

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

Sub-contractor's Name (as per ITB 32.2 and 34.3): \_\_\_\_\_

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: \_\_\_\_\_

<b>Information</b>				
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:				

<sup>20</sup> If applicable.

Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3. ....

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

## **ESHS Management Strategies and Implementation Plans**

### **(ESHS-MSIP)**

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) including a plan for labor influx and worker camp risk management including Gender-based Violence, Violence against Children and sexual exploitation and abuse (GBV/VAC/SEA) prevention and response plan as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

### **Code of Conduct: Environmental, Social, Health and Safety (ESHS)**

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the *Works Requirements described in Section VII*.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

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## 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.<sup>21</sup> 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;<sup>22</sup>;
  - (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;<sup>23</sup>
  - (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;<sup>24</sup>
  - (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;<sup>25</sup>
  - (v) “obstructive practice” is
    - (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

<sup>21</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>22</sup> 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.

<sup>23</sup> 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.

<sup>24</sup> 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.

<sup>25</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

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 mis-procurement 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,<sup>26</sup> 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 nominated<sup>27</sup>;
- (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."

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<sup>26</sup> 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.

<sup>27</sup> 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.