



**REPUBLIC OF MALAWI**

**MINISTRY OF AGRICULTURE**

**SHIRE VALLEY TRANSFORMATION PROGRAM-1**

**BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF**

**CONSTRUCTION OF SECONDARY PIPELINES AND REMAINING  
WORKS IN PHASE I AREA**

**PROJECT NAME: SHIRE VALLEY TRANSFORMATION  
PROGRAM - 1**

**ICB No: MW-MOAIWD – 300926 – CW - RFB**

**EMPLOYER: MINISTRY OF AGRICULTURE**

**COUNTRY: MALAWI**

**Issued on: MAY 2023**

**VOLUME I: BIDDING PROCEDURES**

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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 Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this International Competitive Bidding (ICB) process are **specified in the BDS**.

1.2. Throughout these Bidding Documents:

- (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;
- (c) “day” means calendar day;
- (d) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
- (e) “Sexual Exploitation and Abuse” “(SEA)” stands for the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (f) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;
- (g) “Contractor’s Personnel” is as defined in Sub-Clause 1.1.17 of the General Conditions; and
- (h) “Employer’s Personnel” is as defined in Sub-Clause 1.1.33 of the General Conditions.



A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV

- 2. Source of Funds**
- 2.1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 2.2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
- 3.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2. In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank
- 4. Eligible Bidders**
- 4.1. A Bidder may be a firm that is a private entity, 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.

- 4.2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) participates in more than one bid in this bidding process. 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; or
  - (f) 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) 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) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the

preparation of the bidding 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.

- 4.3. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4. A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available as specified in the BDS.
- 4.5. Bidders that are Government-owned enterprises or institutions in the Employer's Country 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 Bank's satisfaction, through all relevant documents, including its Charter and other information the 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. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8. This bidding is open only to prequalified Bidders unless specified in the BDS.
- 4.9. 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 origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

**B. Contents of Bidding Documents**

**6. Sections of Bidding Documents**

- 6.1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

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

- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

- Section VII. Works Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII. General Conditions (GC)
- Section IX. Particular Conditions (PC)
- Section X. Contract Forms

6.2. The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

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 Documents, Site Visit, Pre-Bid Meeting**

7.1. A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. 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. 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. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Documents**

- 8.1. At any time prior to the deadline for submission of bids, the Employer 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 Documents 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 Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2.

### C. Preparation of Bids

#### 9. Cost of Bidding

- 9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 10. Language of Bid

- 10.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 11. Documents Comprising the Bid

- 11.1. The Bid shall comprise the following:
- (a) Letter of Bid and Appendix to Bid, in accordance with ITB 12;
  - (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
  - (c) Bid Security or 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 continued qualified status or, if post-qualification applies, as specified in accordance

with ITB 4.8, the Bidder's qualifications to perform the contract if its Bid is accepted;

- (g) Technical Proposal in accordance with ITB 16;
- (h) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration, using the form included in Section IV, Bidding Forms; and
- (i) 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.

11.4. The Bidder shall furnish in the Letter of Bid the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.

## 12. Letter of Bid and Schedules

12.1. The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. 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 Documents must first price the Employer's design as described in the Bidding Documents 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, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VII, Works Requirements.

#### **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 Bill of Quantities shall conform to the requirements specified below.

14.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.

14.3. The price to be quoted in the Letter of Bid, 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.

14.5. **Unless otherwise specified in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

- 14.6. If so specified in ITB 1.1, bids are being 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 and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

- 15.1. The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**.
- 15.2. Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents Comprising the Technical Proposal**

- 16.1. The Bidder shall furnish a Technical Proposal 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 Bidder's 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 that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, including on Sexual Exploitation and Abuse (SEA) / SH disqualification status, or if post-qualification applies as specified in ITB 4.8, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.2. If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint

ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

- 17.3. Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

**18. Period of Validity  
of Bids**

- 18.1. Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 8. A bid that is not valid until the date specified in the BDS, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2. In exceptional circumstances, prior to the date of expiration of the bid validity, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.

- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (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, either a Bid-Securing Declaration or a bid security as specified in the BDS, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
  - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security specified in the BDS,from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4. If a bid security or Bid Securing Declaration is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 19.5. If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as

promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 42.

19.6. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security, and if required in the BDS, the Environmental and Social, (ES) Performance Security.

19.7. The bid security may be forfeited:

- (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 41; or
  - (ii) furnish a performance security and if required in the BDS, the Environmental and Social(ES) Performance Security in accordance with ITB 42.

19.8. The bid security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a bid security is not required in the BDS pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder, or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42;

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

## **20. Format and Signing of Bid**

20.1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance

with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2. 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 inter-lineation, 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 in accordance with ITB 22.1;
  - (c) bear the specific identification of this bidding process specified in the 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**. **When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents 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 withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
  - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid 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. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS.**
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. 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 bids 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 security, if required; 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 40.
- 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 Documents;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 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 Documents 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 Documents, 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 VI, 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 Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonmaterial Nonconformities**
- 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 shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

**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) 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. Conversion to Single Currency** 32.1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**
- 33. Margin of Preference** 33.1. Unless otherwise specified in the BDS, a margin of preference for domestic bidders<sup>1</sup> shall not apply.
- 34. Subcontractors** 34.1. Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 34.2. In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.
- 34.3. In case of Postqualification, the Employer may permit subcontracting for certain specialized works as indicated in Section III 4.2. 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.
- 34.4. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS.
- 35. Evaluation of Bids** 35.1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2. 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, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;

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<sup>1</sup> An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

35.3. 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.

35.4. If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

35.5. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded 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.

**36. Comparison of Bids** 36.1. The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

**37. Qualification of the Bidder** 37.1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if postqualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 37.2. 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.
- 37.3. Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.
- 37.4. An affirmative determination 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.

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

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

**F. Award of Contract**

**39. Award Criteria**

- 39.1. Subject to ITB 38.1, the Employer shall award the Contract to the Bidder who has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Notification of Award**

- 40.1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Employer shall also notify all other Bidders of the results of the bidding and shall

publish in *UNDB 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 successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

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

40.3. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

#### **41. Signing of Contract**

41.1. Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

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

#### **42. Performance Security**

42.1. 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 and Social(ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

- 42.2. Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.





## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: <b>MW-MOAIWD – 300926 -CW-RFB</b>
<b>ITB 1.1</b>	The Employer is: <b>MINISTRY OF AGRICULTURE</b>
<b>ITB 1.1</b>	The name of the ICB is: <b>Construction of Secondary Pipelines and Remaining Works in Phase I Area</b>  The identification number of the ICB is: <b>MW-MOAIWD – 300926 -CW-RFB</b>
<b>ITB 2.1</b>	The Borrower is: <b>The Government of Malawi</b>
<b>ITB 2.1</b>	Loan or Financing Agreement amount: <b>USD 160.0 Million</b>
<b>ITB 2.1</b>	The name of the Project is: <b>Shire Valley Transformation Program-1 (SVTP-1)</b>
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <b>Four (4)</b>
<b>ITB 4.4</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>ITB 4.8</b>	This Bidding Process <b>not subject</b> to prequalification.
<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b><u>clarification purposes</u></b> only, the Employer's address is: <b>Project Coordinator</b> <b>Shire Valley Transformation Program-1</b> <b>Makata Industrial Area,</b> <b>11 Mcloud Road, Opposite Glens,</b> <b>Private Bag 379</b> <b>Chichiri, Blantyre 3, Malawi</b> <b>E-mail: <a href="mailto:procurement.doi@svtp.gov.mw">procurement.doi@svtp.gov.mw</a>; <a href="mailto:mmaoni.doi@svtp.gov.mw">mmaoni.doi@svtp.gov.mw</a></b> <b>Copy: <a href="mailto:mtewete.doi@svtp.gov.mw">mtewete.doi@svtp.gov.mw</a>; mwalabu2005@yahoo.co.uk</b>
<b>ITB 7.1</b>	Web page: <a href="http://www.svtp.gov.mw/tender">www.svtp.gov.mw/tender</a>

<b>ITB 7.4</b>	<p>A Site Visit and Pre-Bid meeting shall take place at the following date, time and place:  Site Visit: <b>30<sup>th</sup> May, 2023</b>  Time: <b>9:00Hrs, Local Time</b></p> <p>Pre-Bid Meeting: <b>31<sup>st</sup> May, 2023</b>  Time: <b>9:00Hrs, Local Time</b>  Place: <b>Mount Soche Hotel, Blantyre, Malawi</b>  A site visit conducted by the Employer Shall be organized</p> <p><b>In addition, the Site Visit and Pre-Bid Meeting</b> shall be live streamed and video recording shall be shared with all prospective bidders through the following website: <a href="http://www.svtp.mw/tender">www.svtp.mw/tender</a>. Site video and photos will also be posted on the website.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b> language</p>
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ol style="list-style-type: none"> <li>1. 1. Safe System of Work (for excavation, pipelaying and backfilling, to ensure safety of workers and the local community etc).</li> <li>2. Sub-contractor management strategy, (with details as to how sub-contractors will be obliged to meet the Contract Requirements. The strategy shall also describe how the Contractor is proposing to</li> </ol>

	<p>monitor sub-contractor compliance and implement remedies as necessary.</p> <p>3. Labour Influx Management plan (this should cover: expected numbers of local and migrant workers (by gender); risks associated with presence of laborers (drawing on existing ESIA &amp; ESMP); measures to be implemented by the contractor to reduce influx; mitigation measures to be implemented by the contractor to address risks; implementation arrangements, engagement with stakeholders and measures to be monitored.</p> <p>4. Sexual Exploitation Abuse and Sexual Harassment (SEA/SH) prevention and response action plan (</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>shall not be</b> permitted.
<b>ITB 13.2</b>	Alternative times for completion <b>shall not be</b> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b>None</b>
<b>ITB 14.5</b>	The prices quoted by the bidder shall be: <b>Adjustable</b>
<b>ITB 15.1</b>	<p>The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Alternative B as described below:</p> <p><b>Alternative B (Bidders allowed to quote in local and foreign currencies):</b></p> <p>(a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in <b>Malawi Kwacha</b>, the name of the currency of the Employer's country, and further referred to as "the local currency"; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in up to any <b>three foreign currencies</b>.</p>
<b>ITB 18.1</b>	The Bid shall be valid until: <b>8<sup>th</sup> November, 2023</b>

<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor: <b>N/A</b>
<b>ITB 19.1</b>	A Bid Security <b>shall be</b> required. A Bid-Securing Declaration <b>shall not be</b> required. The amount and currency of the bid security shall be <b>USD 430,000.00 (Four Hundred Thirty Thousand United States Dollars)</b> or equivalent in any other freely convertible currency
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b>NONE</b>
<b>ITB 19.9</b>	<b>Not Applicable</b>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b><u>Four (4) hard copies of each Bid and one (1) CD (soft copy) for the priced Bills of Quantities (BOQ).</u></b> Incase there are discrepancies between the Soft copy and Hard copy of the BOQ, the Hard Copy shall prevail.
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	For <b><u>bid submission purposes</u></b> only, the Employer's address is <b>The Chairman of the Internal Procurement and Disposal Committee</b> <b>Ministry of Agriculture</b> <b>Department of Irrigation</b> <b>Shire Valley Transformation Program - 1</b> <b>Conference Room</b> <b>Off Paul Kagame Road</b> <b>P.O Box 30797</b> <b>Capital City</b> <b>Lilongwe 3</b> <b>Malawi</b> The deadline for bid submission is: Date: <b>26<sup>th</sup> June, 2023</b> Time: <b>14.00 Hrs</b> local time
<b>ITB 25.1</b>	The bid opening shall take place at: <b>Ministry of Agriculture</b> <b>Department of Irrigation</b> <b>Shire Valley Transformation Program - 1</b>

	<p><b>Conference Room</b>  <b>Po Box 30797</b>  <b>Off Paul Kagame Road</b>  <b>Capital City</b>  <b>Lilongwe 3, Malawi</b>  <b>Date: 26<sup>th</sup> June, 2023</b>  <b>Time: 14:00Hrs local time</b></p> <p>Furthermore, Bidders are hereby notified that the bids opening session shall be live streamed and video recording will be posted for viewing through the Employer's website: <a href="http://www.svtp.gov.mw/tender">www.svtp.gov.mw/tender</a></p> <p>The Employer shall not be responsible for any interruption while live streaming</p> <p><b>Bid opening will be live streamed and Video recording will be shared with all bidders.</b></p>
<b>ITB 25.3</b>	The Letter of Bid and Priced Bill of Quantities shall be initialled by <b>2 (two) representatives of the Employer</b> conducting Bid opening.
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 32.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Malawi Kwacha</b></p> <p>The source of exchange rate shall be: <b>Reserve Bank of Malawi</b></p> <p>The date for the exchange rate shall be: <b>28 days prior to the Bid Submission deadline</b></p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative <b>B</b> that follows:</p> <p><b>Alternative B: Bidders quote in local and foreign currencies</b></p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 31, is payable (excluding Provisional Sums but including Dayworks where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
<b>ITB 33.1</b>	A margin of preference <b>shall Not</b> apply.
<b>ITB 34.1</b>	At this time the Employer <b>does not intend</b> to execute certain specific parts of the Works by sub-contractors selected in advance.

<b>ITB 34.4</b>	<p>Contractor's proposed local subcontracting: Maximum percentage of subcontracting permitted is: <b>40 %</b> of the total contract amount.</p> <p>b) Bidders planning to subcontract more than <b>10%</b> 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) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
<b>ITB 42.1 and 42.2</b>	The successful Bidder shall be required to submit an <b>Environmental and Social (ES) Performance Security</b> .





### **Section III. *Evaluation and Qualification Criteria***

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

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

- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

## 1. Domestic Preference: Not Applicable

## 2. Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

- 2.1 Assessment of adequacy of Technical Proposal with Requirements:**  
Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel, and relevance of site organization, work methods, mobilization and construction scheduling, Code of Conduct (ES) and Management Strategies and Implementation Plans (MSIP) to manage ES risks.
- 2.2 Multiple Contracts: Not Applicable**
- 2.3 Alternative Completion Times: Not Applicable**
- 2.4 Technical alternatives: Not Applicable**
- 2.5 Specialized Subcontractors: Not Applicable**

### 3. Qualification

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

Eligibility and Qualification Criteria		Compliance Requirements			Documentatio n		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member	One Member	Submission Requirements
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>2</sup> did not occur as a result of contractor default since <b>1<sup>st</sup> January, 2017</b> .	Must meet requirement <sup>1,2</sup>	Must meet requirements	Must meet requirement <sup>3</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 19.9.	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
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>4</sup> since <b>1<sup>st</sup> January, 2017</b> .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration:</b>	Declare any civil work contracts that	Must make the	N/A	Each must	N/A	Form CON-3

<sup>2</sup> Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>3</sup> This requirement also applies to contracts executed by the Bidder as JV member.

<sup>4</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.

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member	One Member	Submission Requirements
	<b>Environmental and Social (ES) past performance</b>	have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past <b>five years</b> . <sup>5</sup>	declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.		make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.		ES Performance Declaration
2.6	<b>Bank's SEA and/or SH Disqualification</b>	(a) At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  (b) If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
			Must meet requirement (including each subcontractor proposed by	N/A	Must meet requirement (including each subcontractor proposed by the	N/A	Letter of Bid, Form CON-4

<sup>5</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			Documentatio n		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member Bidder	One Member	Submission Requirements
		capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	the Bidder)		Bidder)		

Eligibility and Qualification Criteria		Compliance Requirements			Documentatio		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member	One Member	Submission Requirements
<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 <b>USD 5.5 Million (Five Million Five Hundred Thousand United States Dollars)</b> 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 <b>5 (Five) years</b> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	Must meet requirement	Must meet requirement	Must meet at least 25% of the requirement	Must meet at least 50% of the requirement	Form FIN – 3.1, with attachments
			Must meet requirement	Must meet requirement	N/A	N/A	

Eligibility and Qualification Criteria		Compliance Requirements				Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member	One Member	Submission Requirements	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of <b>USD 43 Million (Forty-Three Million United States Dollars)</b> , calculated as total certified payments received for contracts in progress and/or completed within the last <b>5 (Five)</b> years divided by 5.	Must meet requirement	N/A	Must meet requirement	N/A	Must meet <b>50%</b> of the requirement	Form FIN – 3.2



Eligibility and Qualification Criteria		Compliance Requirements			Documentatio		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member	One Member	Submission Requirements
<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 <b>5 years, starting 1<sup>st</sup> January 2017</b> .	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>6</sup> contracts specified below that have been satisfactorily and substantially <sup>7</sup> completed as a prime contractor, joint venture member <sup>8</sup> , management contractor or sub-contractor <sup>8</sup> between <b>1<sup>st</sup> January 2017</b> and application submission deadline: <b>Two (2) Contracts, each of minimum value USD 20 Million or One Contract of minimum value USD 40 Million</b>	Must meet requirement	Must meet requirement <sup>9</sup>	N/A	N/A	Form EXP 4.2(a)

<sup>6</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>7</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>8</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>9</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) All Parties Combined	Each Member	One Member	Submission Requirements
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>10</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>11</sup> : (i) <b>Embankment 700,000 m<sup>3</sup></b> (ii) <b>Excavation 600,000 m<sup>3</sup>,</b> (iii) <b>Pipelines Installation (1m Diameter and above) 10km,</b> (iv) <b>Reinforced Concrete Works 3,000 m<sup>3</sup> Annually</b>	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below <sup>12</sup> <b>Embankment 700,000 m<sup>3</sup>,</b> <b>Excavation 600,000 m<sup>3</sup>,</b> <b>Pipelines Installation (1m Diameter and above) 10km,</b> <b>Reinforced Concrete Works 3,000 m<sup>3</sup> Annually</b>	Form EXP – 4.2 (b)
4.2 (c)	<b>Specific Experience in managing ES aspects</b>	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as	Must meet requirements	Must meet requirement	Must meet the following	Must meet the following	Form EXP – 4.2 (c)

<sup>10</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>11</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>12</sup> Requirement can be met through a Specialized Sub-contractor

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member	One Member	Submission Requirements
		<p>prime contractor, joint venture member, or Subcontractor between <b>1st January 2017</b> and Application submission deadline, experience in managing ES risks and impacts in the following aspects:</p> <p>Managing construction works through agricultural land and: avoiding pollution to land or water resources; maintaining safety of the community; maintaining good community relations; protecting workers while carrying out construction works, especially during excavation.</p>			<p>requirements</p> <p>: <b>Implementation of ESMP and ES in an at least 2 Projects of similar nature</b> Managing construction works through agricultural land and: avoiding pollution to land or water resources; maintaining safety of the community;</p>	<p>requirements</p> <p>: <b>Implementation of ESMP and ES in an at least 2 Projects of similar nature</b> Managing construction works through agricultural land and: avoiding pollution to land or water resources; maintaining safety of the community; maintaining good community</p>	

		Eligibility and Qualification Criteria			Compliance Requirements			Documentation
		Subject	Requirement	Single Entity	Joint Venture (existing or intended) All Parties Combined	Each Member	One Member	Submission Requirements
No.					y relations; protecting workers while carrying out construction on works, especially during excavation .	y relations; protecting workers while carrying out construction on works, especially during excavation .		

### 3.5 Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

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

Item No.	Position/specialization	Relevant Academic Qualifications	Minimum Years of Relevant Work Experience (years)
1	Contractor's Representative (Contracts Manager)	Civil or Irrigation Engineering Degree	20 in management of contracts of similar nature/magnitude
2	Quantity Surveyor	BSc Degree or Diploma in Quantity Surveying or Diploma in Engineering	Degree - 10 Diploma – 15 Experience in estimations of civil works
3	Land Surveyor	BSc Degree in Surveying or Diploma in Engineering	Degree - 10 Diploma – 15 experience in setting out of structures, roads, irrigation systems etc.
4	Civil Engineer	BSc in Civil Engineering or Irrigation Engineering	10 years experience in installation of pipelines and construction of concrete structures and earthworks
5	Materials Engineer	BSc in Civil Engineering or Irrigation Engineering	10 experience in geotechnics
6	Mechanical Engineer	BSc in Mechanical Engineering	10 years experience in installation of pumps
7	Electrical Engineer	BSc in Electrical Engineering	10 experience in SCADA system and installation of pumps.
8	Social Safeguards Specialist	Minimum Bachelors Degree in Arts, Sociology, Social work or Community Development	10 years work experience in construction environment, development

			and implementation of resettlement action plans (RAP) and grievance redress mechanisms (GRM)
9	Environmental Specialist	Minimum Bachelors of Science degree in environmental management. Those with Masters degree will have an added advantage	10 years of experience in construction related field or in similar work environment
10	Occupational Healthy and Safety Specialist	Minimum Bachelor Science degree in occupational health and safety. Those with Masters degree will have an added advantage	10 years of experience in construction related or work related environment, including where excavation works are required
11	Gender Based Violence Expert	Bachelor of Arts degree in gender and development, social studies and / or related fields. Those with Master's degree will have an added advantage	At least 10 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment

### 3.6 Equipment

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

No.	Classification	Equipment Type and Characteristics	Minimum Number required
1	Earth Work	Bulldozer 19 ton	2
2		Backhoe 0.7 m <sup>3</sup> , Backhoe 1.0 m <sup>3</sup>	2
3		Dump Truck 20 ton	5
4		Motor Grader 3.6 m	2
5		Sheep Foot Roller 10 ton,	2
6		Vibrating Roller 10 ton	2
7		Front Loader 1m <sup>3</sup>	1
8		Vibrator Compactor 0.7 m <sup>3</sup>	1
9		Water Bowser (Water-cart) 16,000 litre	2
10	Concrete Work	Concrete Mixer Truck 6 m <sup>3</sup>	2
11		Concrete Mixer 1m <sup>3</sup>	2
12		Batch Plant(Min 20m <sup>3</sup> /hr	1
13		Concrete Vibrator	2
14		Concrete Cutter 320~400 mm	1
15	Miscellaneous	Motor Generator 13 KW,	1
16		Motor Generator 100 kw	1
17		Water Bowser (Water-cart) 16,000 litre	1
18		Truck Load (30 ton)	2
19		20' Container (20 ton)	1
20		Mobile Crane 10 ton (0.29 m <sup>3</sup> )	1
21		Truck load 10 ton mounted with crane	2
22		Pipe loader/ installation crane	1

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





## Section IV. Bidding Forms

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**Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH)  
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## Letter of Bid

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (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) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *select the appropriate option from (i) to (v) below and delete the others*].

We [*where JV, insert: "including any of our JV members"*], and any of our subcontractors:

- (i) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
- (d) 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.
- (e) We offer to execute in conformity with the Bidding Documents the following Works: \_\_\_\_\_;
- (f) 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 \_\_\_\_\_

In case of multiple lots, total price of each lot

In case of multiple lots, total price of all lots (sum of all lots) \_\_\_\_\_;

- (g) The discounts offered and the methodology for their application are:
  - i) The discounts offered are: \_\_\_\_\_
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below:  
 \_\_\_\_\_  
 \_\_\_\_\_;

- (h) Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) If our bid is accepted, we commit to obtain a performance security and an Environmental, and Social (ES) Performance Security, in accordance with the Bidding Documents;
- (j) 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;
- (k) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>13</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:

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.

---

<sup>13</sup> Bidder to use as appropriate.

- (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.
- (l) Potential DAAB Members: We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1. ....	
2. ....	
3. ....	

Name of the Bidder\* \_\_\_\_\_

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

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

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

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

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

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

## Appendix to Bid

### Schedule of Cost Indexation

In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion

#### Families of Price Adjustment Formulae

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following:

#### Local Currency

$$Pn_l = a_l + b_l \left( \frac{FU}{FU_0} \right) + c_l \left( \frac{LL}{LL_0} \right) + d_l \left( \frac{CE}{CE_0} \right) + e_l \left( \frac{RS}{RS_0} \right)$$

#### Foreign Currency

$$Pn_f = a_f + b_f \left( \frac{PM}{PM_0} \right) + c_f \left( \frac{EQ}{EQ_0} \right) + d_f \left( \frac{EL}{EL_0} \right) + e_f \left( \frac{SS}{SS_0} \right)$$

Where:

- Pnl = Price Adjustment Factor for local currency
- Pnf = Price Adjustment Factor for foreign currency
- al = Fixed Component for local currency
- af = Fixed Component for foreign currency
- bl, cl, etc. = coefficients or weightings for local currency
- bf, cf, etc. = coefficients or weightings for foreign currency
- PM = Pipe Material
- EQ = Equipment and Plant
- FU = Fuels, Oils, Lubricants
- EL = Expatriate Labour
- LL = Local Labour
- CE = Cement
- RS = Reinforcing Steel
- SS = Structural Steel

“FU”, “LL”, “CE”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment; and

“FUo”, “LLO”, “CEO”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be:  $Z_0 / Z_1$ , where,

$Z_0$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

$Z_1$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment. In the tables immediately below, bidders shall

- (a) indicate their amounts of local currency payment,
- (b) indicate their proposed source and base values of indices for the different foreign currency elements of cost
- (c) derive their proposed weightings for local and foreign currency payment as indicated below, and
- (d) list the exchange rates used in the currency conversion

The Bidder should give “Name of Index” and title of authoritative publication, and provide supplemental information showing the indices available during the 12 months prior to tender submission. Where no official index is available he should give details of the proposed method of computing a proxy index.

The Bidder should state value of index ruling 28 days prior to the date of bid submission, or the latest available index with date. Where no official index is available and a proxy index is not required, the bidder shall insert Base Prices as specified.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be:  $Z_0 / Z_1$ , where,

$Z_0$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

$Z_1$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.



### Schedule of Adjustment Data

In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion.

**Table A. Local Currency**

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Range of Values	Bidder's proposed weighting
Fixed	Nonadjustable <i>al</i>		28 days prior to Bid submission date		0.15	0.15
<b>FU</b>	<i>bl</i>				0.1 - 0.15	
<b>PM (HPDE)</b>	<i>cl</i>				0.1-0.3	
<b>PM(Steel)</b>	<i>dl</i>				0.15-0.3	
<b>LL</b>	<i>el</i>				0.15 – 0.30	
<b>CE</b>	<i>fl</i>				0.1 – 0.15	
<b>RS</b>	<i>gl</i>				0.15 – 0.25	
<b>Total</b>						<b>1.00</b>

**Table B. Foreign Currency (FC)**

**State type:** ..... [If the Bidder is allowed to receive payment in foreign currencies this table shall be used. If Bidder wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

<b>Index code</b>	<b>Index description</b>	<b>Source of index</b>	<b>Base value and date</b>	<b>Bidder's related source currency in type/amount</b>	<b>Equivalent in FC1</b>	<b>Bidder's proposed weighting</b>
Fixed	Nonadjustable		28 days prior to Bid submission date		0.15	0.15
<b>PM(HDPE)</b>	bf				0.10 - 0.25	
<b>PM(Steel)</b>	cf				0.15-0.29	
<b>EQ</b>	df				0.15 – 0.20	
<b>EL</b>	ef				0.15 – 0.20	
<b>SS</b>	ff				0.15 – 0.30	
<b>Total</b>						<b>1.00</b>

Note: Bidder's proposed weighting shall be within the proposed ranges

### Table C. Summary of Payment Currencies

#### Table: Alternative B

*Prices directly quoted in the currencies of payment. (Clause ITB 15.1)*

Summary of currencies of the bid for \_\_\_\_\_ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency	MK6,467,500,000.00

# **Bill of Quantities**

**PRESENTED IN VOLUME IV  
(BILL OF QUANTITIES)**

## **Technical Proposal**

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Environmental and Social Management Strategies and Implementation Plans**
- **Code of Conduct (ES)**
- **Equipment**
- **Key Personnel Schedule**
- **Others**

## **Site Organization**

The Bidder shall include hereunder an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.

The chart shall be sufficiently detailed to enable an assessment of the number of supervisory staff and foremen available on site to the extent that CVs requested under Personnel, such candidate shall be identifiable on the attached organization diagram.

## **Method Statement**

The Bidder is expected hereunder to detail clearly how he intends to execute the works and complete the entire work in accordance with the proposed programme.

### **Mobilization Schedule**

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract. The Mobilization schedule shall also include Equipment and Key Personnel Schedules.



## **Construction Schedule**

*The construction schedule shall include the following key milestones:*

- *No-objection to the Contractor MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions - Special provisions Sub-Clause 4.1.*
- *Constitution of the DAAB*
- *SEA and SH orientation conference*

## **ES Management Strategies and Implementation Plans**

### **(ES-MSIP)**

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (i) 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 ES provisions of the contract including those as may be more fully described in the Works Requirements described in Section VII.

## Code of Conduct for Contractor's Personnel (ES) Form

### CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

**Note to the Bidder:**

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;

- c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
  5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
  6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
  7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
  8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
  9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
  10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
  11. report violations of this Code of Conduct; and
  12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service

providers that may help support the person who experienced the alleged incident, as appropriate.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor’s contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor’s Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

**ATTACHMENT 1:** Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

## **ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

### **BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.

A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself

### Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

## Personnel

### Form PER -1

## Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

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



	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	<b>Title of position:</b> <i>[Social Specialist]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	<b>Title of position: Sexual Exploitation, Abuse and Harassment Expert</b> <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:  
Resume and Declaration  
Contractor's Representative and Key Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>											
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name:</b></td> <td style="padding: 5px;"><b>Date of birth:</b></td> </tr> <tr> <td style="padding: 5px;"><b>Address:</b></td> <td style="padding: 5px;"><b>E-mail:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>											
<b>details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"><b>Address of employer:</b></td> </tr> <tr> <td style="width: 40%; padding: 5px;"><b>Telephone:</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax:</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"><b>Job title:</b></td> <td style="padding: 5px;"><b>Years with present employer:</b></td> </tr> </table>	<b>Address of employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present employer:</b>		
<b>Address of employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present employer:</b>										

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

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

## Declaration

I, the undersigned *[ insert either “Contractor’s Representative” or “Key Personnel” as applicable ]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>

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

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

**Name of Contractor’s Representative or Key Personnel:** *[insert name]*

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

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

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

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

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

## **Bidders Qualification without prequalification**

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: \_\_\_\_\_  
ICB 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: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
<p>Bidder's authorized representative information</p> Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <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> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

**Form ELI -1.2**

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

Date: \_\_\_\_\_  
 ICB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><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.</p> <p><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.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

**Form CON – 2**

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

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

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

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria <input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i>			
Year	Non-performed 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 nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria <input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____  Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>



**Form CON – 3**

**Environmental and Social (ES) Performance Declaration**

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

**Bidder’s Name:** *[insert full name]*

**Date:** *[insert day, month, year]*

**Joint Venture Member’s or Specialized Subcontractor’s Name:** *[insert full name]*

**ICB No. and title:** *[insert ICB number and title]*

**Page** *[insert page number]* **of** *[insert total number]* **pages**

Environmental and Social (ES) Performance Declaration in accordance with Section III, Qualification Criteria and Requirements			
<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 and Social (ES) performance since the date specified in Section III Evaluation and Qualification Criteria 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 and Social (ES) performance since the date specified in Section III Evaluation and Qualification Criteria 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)]</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)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ES 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)]</i>		<i>[insert amount]</i>

**Form CON – 4**

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment  
Performance Declaration**

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

Bidder’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member’s or Subcontractor’s Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<p><b>SEA and/or SH Declaration</b> <b>in accordance with Section III, Qualification Criteria, and Requirements</b></p>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (<b>as per (d) above</b>)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p>

\_\_\_\_\_

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

\_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above**) [*attach details as appropriate*].

**Form FIN – 3.1:**  
**Financial Situation and Performance**

Bidder's Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
JV Member's Name \_\_\_\_\_  
ICB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1. Financial data**

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

\*Refer to ITB 15 for the exchange rate

## 2. Sources of Finance

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

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

## 2. Financial documents

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

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

Attached are copies of financial statements<sup>14</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>14</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: \_\_\_\_\_

JV Member’s Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

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

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

**Form FIN – 3.3:**  
**Financial Resources**

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (US\$ equivalent)</b>
1		
2		
3		



**Form FIN – 3.4:****Current Contract Commitments / Works in Progress**

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

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

## Form EXP - 4.1

# General Construction Experience

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 JV Member's Name \_\_\_\_\_  
 ICB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

**Form EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

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

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

JV Member's Name \_\_\_\_\_

ICB 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			US\$	
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: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>15</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 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			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

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<sup>15</sup> If applicable

	<b>Information</b>
Employer's Name:	
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:	

**Form EXP - 4.2 (c)**

**Specific Experience in Managing ES aspects**

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

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

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

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"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

## Form of Bid Security

(Demand Guarantee)

\_\_\_\_\_

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

**Invitation for Bids No:** \_\_\_\_\_

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

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social(ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon



the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the expiry date of the Bid Validity.

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

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

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*[signature(s)]*

## Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

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

ICB No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

Contract Title: \_\_\_\_\_

To:

We, the undersigned, declare that:

We understand that Bids must be supported by a SEA and/or SH Declaration.

We accept that, if awarded the Contract, we, including our Subcontractors, are required to comply with the SEA/SH Prevention and Response Obligations under the Contract, and we further accept that the Bank may disqualify us from being awarded a Bank-financed contract for a period of two years, if it is determined by Dispute Avoidance/Adjudication Board (DAAB) decision that we:

- (a) have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or
- (b) were non-compliant with such obligations at the time of an alleged incident,

And, in the event of recourse to the Emergency Arbitration provisions under the International Chamber of Commerce Arbitration Rules, an order to reverse the DAAB Decision is not issued by the Emergency Arbitrator under the Rules.

Name of the Bidder\* \_\_\_\_\_

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

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

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

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

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

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

*[Note: In case of a Joint Venture, the SEA and/or SH Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*



## **Section V. Eligible Countries**

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

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. Bank Policy - Corrupt and Fraudulent Practices

(Section VI 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>1</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>2</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>3</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>4</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>5</sup>
  - (v) "obstructive practice" is:

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<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</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>3</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>4</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>5</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</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>7</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
  - (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

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<sup>6</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>7</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.

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.”