# THE KATHMANDU POST

WITHOUT FEAR OR FAVOUR

Nepal's largest selling English daily
Printed simultaneously in Kathmandu, Birtnagar, Bharatpur and Nepalgunj

Vol.XXX No. 145 | 8 pages | Rs.5
Wednesday, July 13, 2022 | 29-03-2079

39.4° C 14.2° C


Government of Nepal
Ministry of Physical Infrastructure and Transport
**Department of Roads**
**Development Cooperation Implementation Division**
**Strategic Road Connectivity and Trade Improvement Project (SRCTIP)**
Jwagal, Lalitpur

## Request for Bids (RFB)

**Notice No.: SRCTIP-6-078/79**

Date of Publication: 13 July 2022

The Ministry of Physical Infrastructure and Transport, Department of Roads (DoR) invites sealed bids from eligible service providers/bidders (NGOs) for procurement of the non-consulting service mentioned below.

| S.N. | Contract Identification No. | Non-Consulting Service |
|---|---|---|
| 1 | SRCTIP-DOR-NCS-17 | Procurement of Non- Consulting Services for Gender Based Violence (GBV) Service Provider under SRCTIP in NNM Road |

Interested Service Providers/Bidders (NGOs) may obtain Request for Bids (RFB) document for the mentioned service and further detail relevant information from https://dor.gov.np/dorfcb/notices and also from https://www.bolpatra.gov.np/egp.

**Project Director**

Liu also rai
Strategy durir
"The US ha
Strategy that i
remain cautio
country that
said Shrestha.
But as wide
much for a un
according to a
Shrestha sai
parties freque
er for a longer
"As a well w


NHID
D
Ph.
NHIDCL invites
in rendering se
purposes 2 N
Kathmandu an
obtain tender
sealed tender
registration ce
sealed quotati
PLEASE CONTAC

# Bid Addendum Report

## Development Cooperation Implementation Division

Development Cooperation Implementation Division
Jwagal, Lalitpur
Lalitpur, Lalitpur
Bagmati Province
Nepal

**Addendum No: 1**

**Published On: 01-08-2022 06:00**

**Invitation No: SRCTIP-6-078/79**

**Dated On: 13-07-2022 06:00**

# Following changes are made in the bid document

## Chapter: General Information

| Sl. No. | Relavant Clause No / Name | Existing Clause | Modified Clause |
|---|---|---|---|
| 1 | Clarification Submission Date | Not Provided in Bid Document | 2022-08-01 06:00:00 |

# Chapter: Bill of Quantities

## 1 Provisional Sum

Procument Item Details

| SL. No | Item Description | Unit | Quantity | Unit Rate(in NPR) | Amount(in NPR) |
|---|---|---|---|---|---|
| 1 | Provisional Sum for Miscellaneous Unforeseen activities (medical, sanitation materials, cloth, transportation and other expenses) | PS | 1 | 550000 | 550000 |

## 2 Health and social work services

2.1 Social work and related services

2.1.1 Social services

Procument Item Details

| SL. No | Item Description | Unit | Quantity | Bidder's Rate(NPR) | Bidder's Rate (in words) | Total Amount(NPR) |
|---|---|---|---|---|---|---|
| 1 | Remuneration of Key Staff- Team Leader (TL) | Person-Months | 9.0 | | | |
| 2 | Remuneration of Key Staff- Psychosocial Counselor (Female) | Person-Months | 2.0 | | | |
| 3 | Remuneration of Key Staff- Shelter Placement Facilitator | Person-Months | 2.0 | | | |
| 4 | Remuneration of Key Staff- Social Mobilizer | Person-Months | 72.0 | | | |
| 5 | Remuneration of Non Key Staff- Account/ Admin Staff | Person-Months | 36.0 | | | |
| 6 | Remuneration of Non Key Staff- Support staff/ helper | Person-Months | 36.0 | | | |
| 7 | GBV Awareness Program- Central Level Trainings | No. | 1.0 | | | |
| 8 | GBV Awareness Program- Mixed Group Training | Nos. | 10.0 | | | |
| 9 | GBV Awareness Program- Women Groups Trainings | Nos. | 10.0 | | | |
| 10 | GBV Awareness Program- Adolescence group discussion | Nos. | 5.0 | | | |
| 11 | GBV Awareness Program- Awareness through Local FM radio; total 1000 minute. | LS | 1.0 | | | |
| 12 | Protection to GBV Survivor- Provide Every day needs (Breakfast, Lunch, snacks, Dinner) | Man Day | 50.0 | | | |
| 13 | Protection to GBV Survivor - Shelter | Man Day | 50.0 | | | |

| Procument Item Details | | | | | | |
|---|---|---|---|---|---|---|
| SL. No | Item Description | Unit | Quantity | Bidder's Rate(NPR) | Bidder's Rate (in words) | Total Amount(NPR) |
| 14 | Protection to GBV Survivor refer to concerned authority including the cost of Legal Counsellor of experience 0-5 years | Nos. | 5.0 | | | |
| 15 | Site Office space, utilities, equipments and logistics, electricity, internet and communication, shelter and other miscellaneous costs. | Months | 36.0 | | | |
| 16 | Report Reproduction (Hard & soft copies)- Inception Report | Copy | 3.0 | | | |
| 17 | Report Reproduction (Hard & soft copies) - Training Report | Copy | 12.0 | | | |
| 18 | Report Reproduction (Hard & soft copies)- Case Management Report | Copy | 30.0 | | | |
| 19 | Report Reproduction (Hard & soft copies) - Monthly Report | Copy | 108.0 | | | |
| 20 | Report Reproduction (Hard & soft copies) - Quarterly Report | Copy | 36.0 | | | |
| 21 | Report Reproduction (Hard & soft copies) - Final Report | Set | 3.0 | | | |
| 22 | General Items - Insurances for the personnel injury or death, third party insurance all complete | LS | 1.0 | | | |

# STANDARD PROCUREMENT DOCUMENT

**RFB No.: SRCTIP-DOR-NCS-17**

# Procurement of Non- Consulting Services For GBV Service Provider under SRCTIP in NNM Road

Government of Nepal
Ministry of Physical Infrastructure and Transport
**Department of Roads**
**Development Cooperation Implementation Division**
**Strategic Road Connectivity & Trade Improvement Project (SRCTIP)**

**July, 2022**

Project Director

# Standard Procurement Document

## Summary

## Specific Procurement Notice

**Specific Procurement Notice - Request for Bids (RFB)**

The template attached is the Specific Procurement Notice for Request for Bids. This is the template to be used by the Borrower.

## Bidding Document: Request for Bids – Non-Consulting Services

### PART 1 – BIDDING PROCEDURES

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

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

**Section II - Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

**Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid.

**Section IV - Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be completed and submitted by the Bidder as part of its Bid.

**Section V - Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI - Fraud and Corruption**

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

### PART 2 – EMPLOYER'S REQUIREMENTS

**Section VII - Activity Schedule**

This Section includes the List of Non-Consulting Services and Completion Schedules that describe the Services to be procured.

Project Director

# PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

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

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

**Section IX - Special Conditions of Contract (SCC)**

The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

**Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Project Director

# Request for Bids
# Non-Consulting Services

**Employer:** *Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Roads, Development Cooperation Implementation Division (DCID)*

**Project:** *Strategic Road Connectivity & Trade Improvement Project (SRCTIP)*

**Contract title:** ***Procurement of Non- Consulting Services for GBV Service Provider under SRCTIP in NNM Road***

**Country:** *Nepal*

**Credit No. : 6673-NP & 6674-NP**

**RFB No:** *SRCTIP-DOR-NCS-17*

**Issued on:** *13 July 2022*

1. The *Government of Nepal has received* financing from the World Bank toward the cost of the Strategic Road Connectivity & Trade Improvement Project, and intends to apply part of the proceeds toward payments under the contract for *Procurement of Non- Consulting Services for GBV Service Provider under SRCTIP in NNM Road:* For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.*"*

2. The Department of Roads, Development Cooperation Implementation Division, Strategic Road Connectivity & Trade Improvement Project (SRCTIP) now invites sealed Bids from eligible Bidders for *Procurement of Non- Consulting Services for GBV Service Provider under SRCTIP in NNM Road*.

3. Bidding will be conducted through **national competitive procurement** using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers - July 2016, Revised November 2020" ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from *Department of Roads, Development Cooperation Implementation Division, Jwagal, Lalitpur* and inspect the bidding document during office hours at the address given below.

5. The bidding document in English language may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of NRs 3000.00. The method of payment will be direct deposit to following account:

   Name of the Bank: Rastriya Banijya Bank, Teku, Kathmandu
   Name of Office: Road Sector Development Project, Jwagal, Lalitpur
   Office Code No.: 337013511
   Office Account No. 1000200010000
   Rajaswa (revenue) Shirshak No. 14229

Project Director

6. Bids must be delivered to the address below on or before *12.00 PM 18 August 2022.* Electronic Bidding will be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on *1.00 PM, 18 August 2022*.

7. All Bids must be accompanied by a *Bid Security* of ***NRs. 250,000.00***

8. The address referred to above is:

Project Director
Strategic Road Connectivity & Trade Improvement Project (SRCTIP)
Department of Roads
Development Cooperation Implementation Division
Jwagal, Lalitpur
Tel: +977-1-5541686
Email: dorfcb@dor.gov.np

Project Director

# Request for Bids
# Non-Consulting Services

## Procurement of:

*GBV Service Provider under SRCTIP in NNM Road*

**RFB No:** *SRCTIP-DOR-NCS-17*
**Project:** *Strategic Road Connectivity & Trade Improvement Project (SRCTIP)*
**Employer:** *Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Roads, Development Cooperation Implementation Division (DCID)*
**Country:** *Nepal*
**Issued on: 13 July**, *2022*

Project Director

# Table of Contents

**Part I – Bidding Procedures.....1**

Section I - Instructions to Bidders .....3

Section II - Bid Data Sheet (BDS).....29

Section III - Evaluation and Qualification Criteria.....35

Section IV- Bidding Forms.....40

Section V - Eligible Countries.....59

Section VI - Fraud and Corruption .....60

**Part II – Employer's Requirement.....62**

Section VII - Activity Schedule.....72

**Part III – Conditions of Contract and Contract Forms .....75**

Section VIII - General Conditions of Contract.....77

Section IX - Special Conditions of Contract.....103

Section X - Contract Forms .....109

Project Director

# Part I – Bidding Procedures

Project Director

# Section I - Instructions to Bidders

## Contents

**A. General ..... 5**

1. Scope of Bid ..... 5
2. Source of Funds ..... 6
3. Fraud and Corruption ..... 6
4. Eligible Bidders ..... 6
5. Qualification of the Bidder ..... 9

**B. Contents of Bidding Document ..... 10**

6. Sections of Bidding Document ..... 10
7. Site Visit ..... 11
8. Clarification of Bidding Document ..... 11
9. Amendment of Bidding Document ..... 11

**C. Preparation of Bids ..... 11**

10. Cost of Bidding ..... 11
11. Language of Bid ..... 11
12. Documents Comprising the Bid ..... 12
13. Letter of Bid and Activity Schedule ..... 12
14. Alternative Bids ..... 13
15. Bid Prices and Discounts ..... 13
16. Currencies of Bid and Payment ..... 14
17. Documents Establishing Conformity of Services ..... 14
18. Documents Establishing the Eligibility and Qualifications of the Bidder ..... 14
19. Period of Validity of Bids ..... 15
20. Bid Security ..... 15
21. Format and Signing of Bid ..... 17

**D. Submission and Opening of Bids ..... 18**

22. Sealing and Marking of Bids ..... 18
23. Deadline for Submission of Bids ..... 18

Project Director

24. Late Bids ..... 19
25. Withdrawal, Substitution and Modification of Bids ..... 19
26. Bid Opening ..... 19

**E. Evaluation and Comparison of Bids ..... 20**
27. Confidentiality ..... 20
28. Clarification of Bids ..... 21
29. Deviations, Reservations, and Omissions ..... 21
30. Determination of Responsiveness ..... 21
31. Nonconformities, Errors and Omissions ..... 22
32. Correction of Arithmetical Errors ..... 22
33. Conversion to Single Currency ..... 23
34. Margin of Preference ..... 23
35. Evaluation of Bids ..... 23
36. Comparison of Bids ..... 24
37. Abnormally Low Bids ..... 24
38. Qualification of the Bidder ..... 24
39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids ..... 25
40. Standstill Period ..... 25
41. Notification of Intention to Award ..... 25

**F. Award of Contract ..... 26**
42. Award Criteria ..... 26
43. Notification of Award ..... 26
44. Debriefing by the Employer ..... 27
45. Signing of Contract ..... 27
46. Performance Security ..... 28
47. Adjudicator ..... 28
48. Procurement Related Complaint ..... 28

Project Director

# Section I - Instructions to Bidders

## A. General

**1. Scope of Bid**

1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

(d) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) "Sexual Exploitation and Abuse" "(SEA)" means 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 Service Provider's Personnel with other Service Provider's or Employer's Personnel;

Project Director

(g) "Service Provider's Personnel" is as defined in GCC Sub-Clause 1.1; and

(h) "Employer's Personnel" is as defined in GCC Sub-Clause 1.1.

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.

1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

**2. Source of Funds**

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received 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 for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

**3. Fraud and Corruption**

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**4. Eligible Bidders**

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

in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of 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

Project Director

(e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the

WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.

4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**5. Qualification of the Bidder**

5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## B. Contents of Bidding Document

**6. Sections of Bidding Document**

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

**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 - Fraud and Corruption

**PART 2: Employer's Requirements**

- Section VII - Employer's Requirements

**PART 3: Contract**

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

Project Director

**7. Site Visit**

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.

**8. Clarification of Bidding Document**

8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.

**9. Amendment of Bidding Document**

9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.

9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

## C. Preparation of Bids

**10. Cost of Bidding**

10.1 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.

**11. Language of Bid**

11.1 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

Project Director

passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**12. Documents Comprising the Bid**

12.1 The Bid shall comprise the following:

(a) **Letter of Bid** prepared in accordance with ITB 13;

(b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;

(c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;

(d) **Alternative Bid**: if permissible in accordance with ITB 14;

(e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;

(f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;

(h) **Conformity**: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and

(i) any other document required **in the BDS.**

12.2 In addition to the requirements under ITB 12.1, 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.

12.3 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.

**13. Letter of Bid and Activity Schedule**

13.1 The Letter of Bid and priced Activity Schedule 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 21.3. All blank spaces shall be filled in with the information requested.

**14. Alternative Bids**

14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.

14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.

**15. Bid Prices and Discounts**

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

15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.

15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications, and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

15.6 All duties, taxes, and other levies payable by the Service Provider 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 total Bid price submitted by the Bidder.

15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

Project Director

15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

**16. Currencies of Bid and Payment**

16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.

16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.

16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.

**17. Documents Establishing Conformity of Services**

17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

**18. Documents Establishing the Eligibility and Qualifications of the Bidder**

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

18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

Project Director

18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

**19. Period of Validity of Bids**

19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 9. 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 9, shall be rejected by the Employer as nonresponsive.

19.2 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 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, 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; or

(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**20. Bid Security**

20.1 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**.

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

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 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.

20.7 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 45; or

(ii) furnish a performance security in accordance with ITB 46.

20.8 The Bid Security or Bid-Securing Declaration of a JV must 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 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 12.2.

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, 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:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a performance security in accordance with ITB 46;

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**.

**21. Format and Signing of Bid**

21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons 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.

21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

**22. Sealing and Marking of Bids**

22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 12; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and

(c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:

(i) in an envelope marked "ORIGINAL - ALTERNATIVE BID", the alternative Bid; and

(ii) in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

22.2 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 23.1;

(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

22.3 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.

**23. Deadline for Submission of Bids**

23.1 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**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, 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.

**24. Late Bids**

24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**25. Withdrawal, Substitution and Modification of Bids**

25.1 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 (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

**26. Bid Opening**

26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out 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 23.1, shall be as specified **in the BDS**.

26.2 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. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. 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.

26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and

Project Director

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.

26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.

26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).

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

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot (contract) if applicable, including any discounts; and

(c) any alternative Bids;

(d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

26.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## E. Evaluation and Comparison of Bids

**27. Confidentiality**

27.1 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

the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.

27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

**28. Clarification of Bids**

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and 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 32.

28.2 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.

**29. Deviations, Reservations, and Omissions**

29.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**30. Determination of Responsiveness**

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**31. Nonconformities, Errors and Omissions**

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

31.2 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 or omissions 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.

31.3 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.

**32. Correction of Arithmetical Errors**

32.1 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 line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall

Project Director

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 line item total 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.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

**33. Conversion to Single Currency**

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

**34. Margin of Preference**

34.1 margin of preference shall not apply.

**35. Evaluation of Bids**

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

(a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;

(b) price adjustment due to discounts offered in accordance with ITB 15.4;

(c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;

(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;

(e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications; and

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

**36. Comparison of Bids**

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

**37. Abnormally Low Bids**

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

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

**38. Qualification of the Bidder**

38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the

Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

38.3 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.

38.4 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 Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

39.1 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.

**40. Standstill Period**

40.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply

**41. Notification of Intention to Award**

41.1 The Employer shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(e) the expiry date of the Standstill Period; and

(f) instructions on how to request a debriefing or submit a complaint during the standstill period.

## F. Award of Contract

**42. Award Criteria**

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

**43. Notification of Award**

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Employer;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) name of Bidders whose Bids were rejected and the reasons for their rejection;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

Project Director

(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

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

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

**44. Debriefing by the Employer**

44.1 On receipt of the Borrower's Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

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

**45. Signing of Contract**

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

Project Director

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

**46. Performance Security**

46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form 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, unless the Employer has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

**47. Adjudicator**

47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

**48. Procurement Related Complaint**

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

# Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Reference | A. General |
|---|---|
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is: *SRCTIP-DOR-NCS-17*<br>The Employer is: *Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Roads, Development Cooperation Implementation Division (DCID)*<br>The name of the RFB is: *Procurement of Non- Consulting Services For GBV Service Provider under SRCTIP in NNM Road* |
| **ITB 1.2(a)** | **Electronic –Procurement System**<br>The Employer shall use the following electronic-procurement system to manage this Bidding process:<br>https://www.bolpatra.gov.np<br>The detailed electronic-procurement system is clearly explained in ITB 23.1 below. |
| **ITB 1.3** | The Intended Completion Date is *36 Months from the Date of Commencement of Service.* |
| **ITB 2.1** | The Borrower is: ***Government of Nepal***<br>Loan or Financing Agreement amount: **US$ 450 Million**<br>The name of the Project is: **Strategic Road Connectivity and Trade Improvement Project** |
| **ITB 4.1** | Maximum number of members in the Joint Venture (JV) shall be: ***3 (Three)*** |
| **ITB 4.5** | A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr. |
| | **B. Contents of Bidding Document** |
| **ITB 8.1** | For **Clarification of Bid purposes** only, the Employer's address is:<br>Attention: Project Director<br>Address: Strategic Road Connectivity and Trade Improvement Project, |

Project Director

| | |
|---|---|
| | Department of Roads<br>Development Cooperation Implementation Division<br>Jwagal, Lalitpur<br>City: Lalitpur<br>ZIP Code: 44700<br>Country: Nepal<br>Telephone: +977-1-5541686<br>Electronic mail address: **dorfcb@dor.gov.np**<br>Requests for clarification should be received by the Employer no later than: 14 **days prior to the submission deadline.**<br>Web page: https://dor.gov.np/home/notices. |
| | **C. Preparation of Bids** |
| **ITB 11.1** | The language of the Bid is: ***English***<br>All correspondence exchange shall be in English language. |
| **ITB 12.1 (i)** | The Bidder shall submit the following additional documents in its Bid:<br>**Code of Conduct for Service Provider's Personnel**<br>The Bidder shall submit its Code of Conduct that will apply to the Service Provider's Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer's country where the Services are required, to ensure compliance with the Service Provider's Environmental and/or Social, as applicable, 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. |
| **ITB 14.1** | Alternative Bids ***shall not be*** considered. |
| **ITB 14.2** | Alternative times for completion ***shall not be*** permitted. |
| **ITB 14.3** | Not Applicable |
| **ITB 15.7** | The prices quoted by the Bidder ***shall*** be subject to adjustment during the performance of the Contract. The bidder shall be required to fill the Table of Adjustment Data; Section VII: Activity Schedule |
| **ITB 16.1** | Not Applicable |

Project Director

| | |
|---|---|
| **ITB 16.2** | The bidder shall express the price for their Services in local currency only. |
| **ITB 18.4** | Prequalification ***has not been*** undertaken. |
| **ITB 19.1** | *The Bid shall be valid until: 90 days beyond the bid submission deadline.* |
| **ITB 19.3 (a)** | The Bid price shall be adjusted by the following factor(s): Not Applicable |
| **ITB 20.1** | A Bid Security ***shall be*** required.<br>If a Bid Security shall be required, the amount and currency of the Bid Security shall be **NRS 250,000.00** **valid until** 28 days beyond the bid validity period. |
| **20.3 (a)** | Not Applicable |
| **20.3 (b)** | Not Applicable |
| **20.3 (c)** | Not Applicable |
| **ITB 20.3 (d)** | Bid security shall be in the form of an **unconditional and irrevocable guarantee** issued by a bank as per the form provided in Section IV Bidding Forms; Form of Bid Security – Demand Guarantee. |
| **ITB 20.9** | Not Applicable |
| **ITB 21.1** | In addition to the original of the Bid, the number of copies is: **One (1)**<br>In case of e-submission of bid:<br>The Bidder shall submit the bid electronically in PDF files in the manner as specified in ITB Clause 23.1, and submission of hard copy of "original bid plus one copy of bid" (as stated above) is not required. |
| **ITB 21.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br>The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and<br>In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so, required in accordance with ITB 4.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, during contract execution in the event the JV is awarded the Contract. |

Project Director

| | D. Submission and Opening of Bids |
|---|---|
| **ITB 23.1** | For **Bid submission purposes** only, the Employer's address is:<br>Attention: Project Director<br>Address: Strategic Road Connectivity and Trade Improvement Project,<br>Department of Roads<br>Development Cooperation Implementation Division<br>Jwagal, Lalitpur<br>City: Lalitpur<br>ZIP Code: 44700<br>Country: Nepal<br>Telephone: +977-1-5541686 |
| **ITB 23.1** | **The deadline for Bid submission is:**<br>Date:18 August 2022<br>Time: 12:00 PM<br>Bidders ***shall*** have the option of submitting their Bids electronically.<br>**The electronic bid (through e-GP) submission procedures shall be as follows:**<br>i. For e-submission, the bidder is required to register in the e-GP portal https://www.bolpatra.gov.np for downloading and submitting the bid electronically.<br>ii. Interested bidder may either purchase the bidding documents from the Employer's office as specified in the Request for Bids (RFB) or bidders registered in the e-GP portal of Public Procurement Monitoring Office (PPMO) may download the bidding document from http://www.bolpatra.gov.np after login. If bidders choose to download the bidding document and submit the bidding documents electronically, then the cost of the bidding document shall be deposited as specified in RFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the electronic bid submission files.<br>iii. The bidder shall then prepare/fill the documents and forms included in the issued bidding documents or the downloaded bidding documents from the e-GP portal of PPMO http://www.bolpatra.gov.np as applicable. The required documents and forms shall be prepared in PDF form in the e-GP system. as specified below: |

Project Director

| | |
|---|---|
| | **Note:**<br>(a) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.<br><br>(b) The Bidder shall then upload the PDF bid files and submit the complete bid document through e-GP portal of PPMO- http://www.bolpatra.gov.np within the specified date and time as mentioned in the PPMO website.<br><br>(c)Bidders are advised to download the bid submission report to ensure that all the documents/ files are up to date and complete.<br><br>(d) The Bidders shall meet the following requirements and conditions for e-submission of bids;<br><br>aa) The facility for submission of bids electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the application process. The Bidders are fully responsible to use the e-submission facility properly in e-GP portal of PPMO- http://www.bolpatra.gov.np as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.<br><br>When a Bidder submits electronic application through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the bidding documents. Bidders who submit electronic bid should deposit the bidding document fee as specified in RFB and upload the scan copy (in pdf format) of the deposit voucher at the time of bid submission. The deposited amount shall be verified by the Employer during the evaluation process. Bidders are cautioned to ensure that they provide evidence of payment for the cost of the Bidding Document along with their bid failing which the Employer may decide to reject such bid.<br><br>In case of e-submission, discount offered in scan copy of Letter of Bid and e-GP system, the discount mentioned in Letter of Bid shall prevail, if any. |
| **ITB 26.1** | The Bid opening shall take place at:<br>Address: Strategic Road Connectivity and Trade Improvement Project,<br>Department of Roads<br>Development Cooperation Implementation Division<br>Jwagal, Lalitpur<br>Country: Nepal<br>Telephone: +977-1-5541686 |

Project Director

| | |
|---|---|
| | Date: *18 August 2022*<br>Time: 1:00 PM |
| **ITB 26.1** | E-submitted bids will be downloaded from PPMO's e-GP portal and opening will be performed along with the hard copy submission. |
| **ITB 26.6** | The Letter of Bid and priced Bill of Quantities shall be initialed by representatives of the Employer and the Bidder conducting Bid opening. Any modification to the unit or total price shall be initialed by the Representatives who choose to attend the Bid opening. |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 33.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: ***Nepalese Rupees***<br>The source of exchange rate shall be: **Nepal Rastra Bank – Selling Rate.**<br>The date for the exchange rate shall be*:* ***28 days prior to submission of bid.*** |
| | **F. Award of Contract** |
| **ITB 45.1** | The successful Bidder *shall not* submit the Beneficial Ownership Disclosure Form. |
| **ITB 47** | The Adjudicator shall be appointed by Nepal Council of Arbitration (NEPCA) who will be paid a rate specified by the NEPCA |
| **ITB 48.1** | The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:<br>For the attention: **Mr. Ram Hari Pokharel**<br>Title/position: **Project Director**<br>Employer: **Department of Roads, Development Cooperation Implementation Division, Strategic Road Connectivity and Trade Improvement Project**<br>Email address: **dorfcb@dor.gov.np**<br>In summary, a Procurement-related Complaint may challenge any of the following:<br>**1.** the terms of the Bidding Documents; and<br>**2.** the Employer's decision to award the contract. |

Project Director

# Section III - Evaluation and Qualification Criteria

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

# Contents

**-1. Evaluation (ITB 35.2(f)) .....36**

1.1 Adequacy of Technical Proposal .....36

1.2 Multiple Contracts .....36

**2. Qualification .....37**

Project Director

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

# 1. Evaluation (ITB 35.2(f))

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

**1. Eligibility Criteria**

- Copy of PAN Registration Certificate;
- Copy of Tax Clearance Certificate for the FY 2077/78;
- Registered at the District Administration Office under NGO Services;

- The organization should have five years of standing and functional.

**2. Evaluation Criteria**

**As per 2. Qualification: Qualification Requirements**

## 1.1 Adequacy of Technical Proposal

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

## 1.2 Multiple Contracts

Pursuant to ITB 35.4 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows: **Not Applicable**

Project Director

## 2. Qualification

Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV.

Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

(a) the Bid shall include all the information listed above for each joint venture member;
(b) the Bid shall be signed so as to be legally binding on all members;
(c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; 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;
(d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
(e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

(a) annual volume of Services of at least the amount specified **below;**

(b) experience as service provider in the provision of at least one service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below;**

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in below**;

(d) Suitably qualified key personnel specified below and other key personnel that the Bidder considers appropriate to perform the Services; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.

At the time of Contract award, successful Bidder (including each member of a JV) shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

Project Director

## Qualification Requirements

| | |
|---|---|
| **(a) Joint Ventures** | The information needed for Bids submitted by joint ventures is as follows:<br>1. Each Member shall have minimum five years of standing<br>2. Maximum Joint venture member is 3 (three)<br>3. Registered at the District Administration Office under NGO Services |
| **(b) Annual Volume** | The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: NRs 3.0 million (Please submit Audit Report to substantiate Annual Volume of Service)<br>Each Member: - must meet 25% of the requirement<br>Any One Member: must meet 40% of the requirement<br>Note: The amount shall be adjusted to the present value by applying wholesale price index of Nepal Rastra Bank. |
| **(c) Experience** | The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following:<br>- Shall have satisfactorily and substantially completed at least one project as GBV service provider in community/Relevant experience with focus on violence against women prevention and response, including sexual exploitation and abuse with total value of NRs 5.0 million.<br>Note: The amount shall be adjusted to the present value by applying wholesale price index of Nepal Rastra Bank. |
| **(d) Essential Equipment** | None |
| **(e) Key Personnel** | 1. Team Leader (Program Coordinator)<br>2. Psychosocial Counsellor (Female)<br>For their qualification and experience requirements please refer to the Part II: Employers Requirement<br>3. Shelter Placement Facilitator<br>4. Social Mobilizers - 2 Nos. |
| **(f) Liquid Assets** | The audited balance sheets for the last **five years** shall be submitted and must demonstrate the current soundness of the bidder's financial position and indicate its prospective long-term profitability. |
| **(g) Subcontractors** | Not Applicable |

Project Director

The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (b), (d) and (e); however, for (b); for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources ***will not be taken*** into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

Project Director

# Section IV- Bidding Forms

## Table of Forms

**Letter of Bid**.....41

**Bidder Information Form** .....44

**Bidder's JV Members Information Form** .....45

**Qualification Information** .....46

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration**.....49

**Schedule Forms** .....50

**Activity Schedule**.....51

**Code of Conduct for Service Provider's Personnel Form (ES)** .....52

**Work Plan**.....56

**Form of Bid Security** .....57

Project Director

# Letter of Bid

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

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

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

**Date of this Bid submission**: [*insert date (as day, month and year) of Bid submission*]
**RFB No.:** [*insert number of RFB process*]
**Alternative No.**:N/A [*insert identification No if this is a Bid for an alternative*]

We, the undersigned, declare that:

To: **[*insert complete name of Employer*]**

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;

(d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) 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.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [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.]

(e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: [*insert a brief description of the Non-Consulting Services*];

**(f) Bid Price:** The total price of our Bid, excluding any discounts offered in item (g) below is: *[Insert one of the options below as appropriate]*

(g) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(h) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

(j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;

(k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

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

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

*(If none has been paid or is to be paid, indicate "none.")*

(n) We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.

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

(p) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(q) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder**: *[*insert complete name of the Bidder*]

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Project Director

# Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
Page _____ of_ _____ pages

| |
|---|
| 1. Bidder's Name *[insert Bidder's legal name]* |
| 2. In case of JV, legal name of each member : *[insert legal name of each member in JV]* |
| 3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder's year of registration: *[insert Bidder's year of registration]* |
| 5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]* |
| 6. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.<br>☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.<br>☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:<br>• Legal and financial autonomy<br>• Operation under commercial law<br>• Establishing that the Bidder is not under the supervision of the agency of the Employer<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

Project Director

# Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

| |
|---|
| 1. Bidder's Name: *[insert Bidder's legal name]* |
| 2. Bidder's JV Member's name: *[insert JV's Member legal name]* |
| 3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]* |
| 4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]* |
| 5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]* |
| 6. Bidder's JV Member's authorized representative information<br>Name: *[insert name of JV's Member authorized representative]*<br>Address: *[insert address of JV's Member authorized representative]*<br>Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*<br>Email Address: *[insert email address of JV's Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.<br>☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

Project Director

# Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

1.1 Constitution or legal status of Bidder: [*attach copy]*

Place of registration: [*insert]*
Principal place of business: [*insert]*
Power of attorney of signatory of Bid: [*attach]*

1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: [*insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

| Project name and country | Name of employer and contact person | Type of Services provided and year of completion | Value of contract |
|---|---|---|---|
| (a)<br><br>(b) | | | |

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|---|---|---|---|
| (a)<br><br>(b) | | | |

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

| Position | Name | Years of experience (general) | Years of experience in proposed position |
|---|---|---|---|
| (a) | | | |

(b)

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

| Sections of the Services | Value of subcontract | Subcontractor (name and address) | Experience in providing similar Services |
|---|---|---|---|
| (a)<br><br>(b) | | | |

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

| Other party(ies) | Cause of dispute | Details of litigation award | Amount involved |
|---|---|---|---|
| (a)<br><br>(b) | | | |

1.11 Statement of compliance with the requirements of ITB 4.2.

1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

**2. Joint Ventures**

2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture.

2.2 The information in 1.13 above shall be provided for the joint venture.

Project Director

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

**3. Additional Requirements**

3.1 Bidders should provide any additional information required **in the BDS**.

Project Director

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

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

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

| **SEA and/or SH Declaration** |
|---|
| We:<br>☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations<br>☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations<br>☐ (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. |
| **[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |

Project Director

# Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

Project Director

# Activity Schedule

*Please Refer to Employment Requirement for the* ***Activity Schedule.***

Project Director

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

***Note to the Employer**:*

***The following minimum requirements shall not be modified**. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

***Delete this Box prior to issuance of the bidding documents.***

**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.

## CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

We are the Service Provider, [*enter name of Service Provider*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Services*]. The Services will be carried out at [*enter the locations in the Employer's country where the Services are required, as applicable]*. Our contract requires us to implement measures to address *environmental and social risks* [ ***Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks *[**Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks]* related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

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**

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided 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 Service Provider's Personnel and any other person;
3. 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;
4. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
5. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
6. 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;
7. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
8. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
9. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
10. report violations of this Code of Conduct; and
11. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider'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 individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Service Provider's hotline *(if any)* and leave a message.

Project Director

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.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

FOR SERVICE PROVIDER'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 Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name] Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

**ATTACHMENT 1:** Behaviors constituting SEA and behaviors constituting SH

Project Director

## 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 Service Provider'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 Service Provider'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 Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider'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**

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

Project Director

# Work Plan

Project Director

# Form of Bid Security
**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Employer to insert its name and address]*

**RFB No.:** *[Employer to insert reference number for the Request for Bids]*

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

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

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

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

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

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

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Bidder'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 sign the contract agreement, or (ii) has failed to furnish the 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 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.

_____

*[Signature(s)]*

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

Project Director

# Section V - Eligible Countries

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

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) *None*

Under ITB 4.8 (b) *None*

Project Director

# Section VI - Fraud and Corruption

## (Section VI shall not be modified)

**1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

**2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, 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;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

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;

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;

v. "obstructive practice" is:

(a) 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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

Project Director

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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Project Director

# Part II – Employer's Requirement

Project Director

# Employers Requirements

## 1. Background

The Government of Nepal (GoN) is implementing the Nepal Strategic Road Connectivity and Trade Improvement Project (the Project), with financial support (loan) from the World Bank. The development objective of the project is to improve the efficiency and safety of select transport infrastructure, improve the efficiency of cross-border trade, and strengthen capacity for strategic road network management in Nepal. The project has four key components: **Component 1: Trade Facilitation:** (a) in augmentation of infrastructure facilities and equipment at major border crossing points; (b) improvements in SPS management, to reduce the time taken for testing and hassles related to agricultural trade; and (c) knowledge and capacity building support for improving capacity for managing the trade. **Component 2: Regional Road Connectivity:** (a) Improvement of the existing Nagdhunga-Naubise-Mugling (NNM) Road to two lanes, with one meter paved shoulders; (b) Upgrading of the Kamala-Dhalkebar-Pathlaiya Road (KDP) Road from two lanes to four lanes; (c) A Safe corridor demonstration program (SCDP) with support for road safety improvement initiatives including enforcement and post-crash response, covering a length of about 250km. **Component 3: Institutional Strengthening :**to improve the capacity for management of the strategic road network in Nepal, with a focus on road safety, road asset management, training and periodic maintenance, as well as support for training of local women in finding skilled employment and livelihoods. **Component 4: Contingency Emergency Response:** Following an adverse natural event that causes a major natural disaster, the respective governments may request the Bank to re-allocate project funds to support response and reconstruction.

The Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) risk rating of the project is "Substantial" considering the significant number of labors expected to be mobilized and the population resettled, which may create a fragile situation that may trigger gender-based violence (GBV) in many forms. The NNM road section, proposed for large scale improvement/upgrading, will consist of three major contractors and may mobilize about 1000 laborers per day in the overall 95 km road in peak construction period. Labor influx of this scale, working in small groups but in pockets of the whole stretch of road, in localized remote settings have the potential to distort cultural protocols, change community dynamics and abet SEA/SH incidents, human trafficking, and communicable and sexually transmitted diseases in particular to this road section, which is already replete with hotels, tea shops and shops and tea stalls in make shift tents, making children, girls and women of the project area all the more vulnerable to the risks of SEA/SH.. The project carried out a GBV service mapping study in November 2019 which found that the communities along the road corridor have high prevalence of GBV; lack institutional and logistical capacity to respond to GBV survivors; and lack well-defined and coordinated response mechanism for GBV risks associated with labor influx.

With this context, the project, in accordance with the World Bank's SEA/SH guideline, is applying different measures on SEA/SH risk identification, mitigation and response and as such seeks to

Project Director

procure a qualified and experienced non-governmental organization(NGO), based locally in NNM section ,as a GBV service provider to assist the Project Coordination Unit (PCU) of Strategic Road Connectivity and Trade Improvement Project (Project) under Regional Road Connectivity Component (Component 2) in extending survivor centric response and prevention services to project induced SEASH risks along the NNM road corridor.

## 2. Objective of the Assignment

Main objective of the assignment is to implement prevention and response measures that are expressed in the project's SEA/SH Prevention and Response Action Plan, including trainings and orientations to contractors, laborers, and provision of relevant and quality services to NNM section affected SEA/SH survivors including the following

a. Carry out regular GBV assessment in the project areas to identify GBV hotspots using consultative and participatory approaches. This includes identifying areas where SEA/SH risks may arise due to the project implementation, with particular focus on GBV hot spots around NNM project area

b. Design and implement GBV awareness and prevention campaigns along the highways focusing on the NNM project's direct area of influence, local communities, as well as labor and GBV hot spots, and workers' camps or inhabited areas. The campaigns will be leveraged to educate local communities on COVID-19 prevention measures

c. Maintain and promote appropriate facilities through which women, affected through the NNM project, can seek and receive GBV services

d. Assist the social development and Gender specialists within the PCU to implement project SEA/SH Grievance Redress Mechanism (GRM)

e. Support implementation of the SEA/SH risk mitigation plan as needed

f. Support the PCU in monitoring and evaluating GBV prevention and response activities.

## 3. Scope of Services

The GBV Service provider will promote greater awareness among key local stakeholders and communities on GBV/SEA/SH and strengthen the capacity of DCID, DOR/ PCU and local GBV response mechanism in responding to and preventing SEA/SH through,

***Qualitative assessments***

a. Identify GBV and SEA "hotspots", especially project induced 'hotspots' through community mapping and consultations yearly in NNM road project work areas.

b. Maintain and update roster of existing formal and informal referral pathways of GBV service providers and stakeholders in the communities for an improved and easier referral pathways and services to the survivors.

c. Conduct quarterly follow-up and monitoring of cases, document practices, and incorporate feedback/lessons to enhance GBV services in the project area.

Project Director

***Capacity Building: Sensitization and Trainings on GBV/SEA/SH***

d. Provide trainings/orientation as per the SEA/SH Prevention and Response Action Plan of the Project. This will include orientations for local level line agencies and relevant stakeholders, contractors, and workers.

e. Conduct awareness raising orientations and campaigns for the communities and workers on project measures to prevent and respond to SEA/SH risks. This will include providing information on the SEA/SH GRM.

f. Provide support and engage in dissemination of information on GBV/SEA/SH messaging and materials

***Supporting the NNM road Project's SEA/SH Response Mechanism***

g. The Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH) Grievance Redress Mechanism (GRM) will be established locally in the project site. The Service Provider will coordinate with the SEA/SH GRM committee. The service provider, in specific, will receive and respond to cases that come through the SEA/SH GRM, facilitates other relevant referrals, and supports survivors through the GRM process.

h. Support SEA/SH survivors, particularly where project staff and workers are involved, to seek and receive survivor centric[1]support

i. Provide services on psychosocial counseling, legal services (on case basis), medical support (on need basis), and shelter (on need basis) and facilitate all relevant and available services to the survivors of SEA/SH, referred through the SEA/SH GRM

j. The SEA/SH Grievance Mechanism's SOP will also include protocols to ensure that the GRM is child-accessible and child friendly. The service provider will facilitate access to children for child-and adolescent-friendly services, and engage/partner/coordinate with Child Rights Organizations, Women and Children Welfare division at the local level, and the National Child Protection Network as needed.

***Supporting other GBV/SEA/SH activities of the NNM road project***

a. Support in ensuring that the Standard Operating Procedure (SoP) of the SEA/SH GRM Committee is fully adhered to by members

[1]Survivor Centric approach is based on a set of principles and skills designed to guide professionals-- regardless of their role—in their engagement with survivors (predominantly women and girls but also men and boys) who have experienced sexual or other forms of violence. The survivor-cantered approach aims to create a supportive environment in which the survivor's rights are respected and prioritized, and in which the survivor is treated with dignity and respect. The approach helps to promote the survivor's recovery and ability to identify and express needs and wishes, as well as to reinforce the survivor's capacity to make decisions about possible interventions (World Bank 2020. Good Practice Note: second edition. Addressing SEA/SH in Investment Project Financing involving Major Civil Works).

b. Cooperate and support in the process of evaluation surveys and any research/assessments related to GBV/SEA/SH carried out by the project

c. Work with Social Development and Gender Specialist of the project to produce demographics (no. of cases being reported, types of cases, sources of cases etc.) of reported cases and case stories coming through the SEA/SH GRM

**4. Deliverables**

a. Inception/ Annual work plan indicating SEA/SH activities, timeframe, outputs, and budget asper this scope of work. The SEA/SH activities include the following:

b. Monthly Progress Report to the gender specialist and project focal person (Project In-Charge) on the status including services/activities provided, status of each SEA/SH case (if any), follow-up mechanism on cases reported and handled, and additional actions required by the SEA/SH GRM to close the case, and quality assurance measures. Perform all the tasks as outlined in the scope of work to provide services to the survivors

c. Final completion report within a month after the completion of the project

**Specific Deliverables per Activity:**

| Main Activity | Sub activity | Deliverables | Frequency |
|---|---|---|---|
| **GBV assessment in project areas** | Mapping of NNM road project induced GBV 'hot spots' | Assessment inception report, and final report<br>Consultations with communities and stakeholders | yearly |
| | Maintain and update GBV service provider mapping along the NNM road project corridor | • Develop directory of available service providers<br>• Consultations with service providers<br>• Orientation to select service providers to ensure quality of services | yearly |
| | Monitoring of case management | • Develop monitoring checklist<br>• Monitoring report | quarterly |
| **Sensitization and Awareness on GBV and VAC** | Trainings in three levels<br>1. Project level staffs and SC<br>2. Community and local stakeholders<br>3. Contractors, and laborers | • Awareness/prevention manual/materials -<br>• Training power points/presentation<br>• Training reports | (One central level and 25 project level as per the training details provided below (trainings/ awareness program) |

Project Director

| | | | |
|---|---|---|---|
| | Awareness campaigns | • Outreach plan<br>• Flyers, brochures, jingles on GBV messaging (IEC materials) | |
| **Response Mechanism** | • receive, refer and handle cases that come through the SEA/SH /VAC GRM | Case management report –with details on the provided services for psychosocial, shelter, legal, medical | Legal, medical support: as per case<br>Shelter: 10 days minimum and as per case<br>Psychosocial counselling: should provide counselling with 10 sessions altogether |
| **Reports** | | • Inception/Yearly action/work plan<br>• Monthly progress reports (including case management and training report<br>• Final completion report | 5 copies of each report, original with electronic copy |

**Training Details**

| S. N | Training Type | Total no of Trainings | Training Details |
|---|---|---|---|
| **1** | **Central Level Training** | **1** | • About 25 participants of DOR<br>• One day training in KTM including hall<br>• Provision of handouts and soft copy of training materials to the participants<br>• Provision of Tea and Snacks |
| **2** | **Mixed Group Training** | **10** | • About 25 participants from consultant and contractor in each training,<br>• One-day training conducted at each 10km interval, including hall.<br>• Providing training materials |

Project Director

| | | | |
|---|---|---|---|
| | | | • Provision of tea and snacks |
| **3** | **Women group training** | **10** | • About 25 participants from local group in each training<br>• one-day training conducted at each 10km interval, including hall<br>• Provision of transportation allowance to the participants @Rs 300 per participant (receipt to be submitted)<br>• Provision of training materials to the participants<br>• Provision of tea and snacks. |
| **4** | Adolescence group discussion | **5** | • About 25 participants from local adolescent group in each training<br>• One day training to be conducted at local school level<br>• Provision of training materials to the participants<br>• Provision of tea and snacks. |

## 5. Reporting

The Service Provider will work under the supervision of and report to the PCU/ Project Gender Specialist. The Service Provider will closely and frequently communicate and coordinate with the Project's Social Development Specialist and project level focal person to ensure mitigation of and response to SEA/SH incidences.

## 6. Duration of service

The GBV service provider shall commence the work from the date of commencement (as stated in SCC) and last for three years, which is construction phase for NNM road works. However, the service provider's performance shall be evaluated at the end of every year and unsatisfactory performance may result in termination of the contract.

Project Director

## 7. Team composition

| | |
|---|---|
| **1.** | **Team Leader (Program Coordinator,):**<br>**Qualifications:**<br>• Should have at least Bachelor's degree (Master's degree preferred) in Sociology, Development studies or any relevant field.<br>**Experience**:<br>General:<br>• Experience in years: At least 10years general work experience<br>**Specific:**<br>• Experience in managing GBV prevention and response at least in 2 projects. Similar working experiences in Donor funded infrastructure related projects shall be preferred. .<br>• Experience in conducting at least3GBV related trainings in different projects<br>**Key Responsibilities:**<br>The coordinator will provide overall supervision, coordination, consolidation, and technical support to the implementation of all activities specified in this scope of work. The Coordinator will be the focal person to communicate and liaise with the project's Gender Specialist and GBV focal person. She will also be responsible for preparation of the report of all the activities within the scope and periodically as instructed including program narrative reports and financial reports. |
| **2.** | **Psychosocial Counsellor (Female):**<br>**Qualifications:**<br>• Should have at least Bachelor's degree (Master's degree preferred) in Psychology.<br>**Experience**:<br>**General:**<br>• Experience in years: At least 5 years' general work experience<br>**Specific:**<br>• Minimum of 3 years work experience in mental health and psychosocial intervention.<br>• Experience in providing psychosocial support and counseling especially to women. Experience of working with GBV survivor. Similar working experiences in Donor funded infrastructure related projects shall be preferred.<br>• |

Project Director

| | |
|---|---|
| | **Key Responsibilities:**<br>The psychosocial counselor will provide psychosocial counseling, follow-up and referral for the clients requiring it as well as document the cases after each counseling session. |
| **3.** | **Shelter placement facilitator**<br>**Qualifications:**<br>Should have at least intermediate or high school degree (10+2) in public health or related field.<br>**Experience**:<br>At least 1 year of working with GBV survivors.<br>Good organizational skills to work autonomously.<br>Excellent leadership skills.<br>Strong observation, analytical and listening skills.<br>**Key Responsibilities:**<br>The warden will be a residential staff that is responsible for overseeing the shelter as well as monitor the progress of clients and intervene during crisis situation. The shelter aims to ensure protection and social rehabilitation and reintegration of GBV survivor. |
| **4.** | **Social Mobilizers**<br>**Qualification:**<br>• Should have at least intermediate or high school degree (10+2) in health or related field.<br>**Experience**<br>• At least one year's experience working on GBV and community development issues<br>• A sound understanding of gender and GBV in the Nepali/local context, as well as a good understanding of the community/stakeholder landscape at local level<br>• Experience with community mobilization, and providing technical assistance to local stakeholders. Similar working experiences in Donor funded infrastructure related projects shall be preferred.<br>**Key Responsibilities:**<br>The social mobilizer will assist in organizing mass awareness campaigns at the community level on GBV and on project measures to prevent and respond to SEA/SH, and follow up of women's groups, adolescent girls and boys. She will further provide support in coordinating trainings, research and other activities related to sensitization and awareness, advocacy related work. |

## 8. Payment

The payment to the service provider shall be paid as per schedule of payments (VII: Activity Schedule).

Project Director

## 9. Tax

The service provider shall be fully responsible for all taxes imposed by Government of Nepal.

## 10. The Service Provider's Responsibility:

The service provider shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. The service provider shall keep full records relating to all aspects of the work covered by service contract. The service provider shall also manage office space, stationery, computer/laptop, email and internet access along with transportation.to its team to fulfill the scope of services, effectively. For its team the service provider shall be responsible to provide necessary accommodation, as well as insurance to cover the risks of accidents and other, if any.

## 11. Logistic and other Assistance Provide by the Client

The following shall be provided to the service provider by DOR:

- Related reports available in DOR
- Access to other necessary documents and data available in DOR

Project Director

# Section VII - Activity Schedule

## Bill of Quantities (BoQ)

# Please refer e-GP generated Bill of Quantities (BoQ)

Project Director

# Table of Adjustment Data

| Index code | Index description | Source of index | Base value and date | Range of weighing | Bidder's proposed weighting |
|---|---|---|---|---|---|
| Ac | Nonadjustable | — | — | A: 0.15 | 0.15 |
| Bc | Labor | Nepal Rastra Bank (National Salary and Wage Rate Index – Overall Index) | 28 days prior to deadline of submission of bids | B: 0.25 - 0.40 | |
| Cc | National Wholesale Price Index | Nepal Rastra Bank (National Wholesale Price Index – Overall Index) | 28 days prior to deadline of submission of bids | C: 0.25 - 0.50 | |
| | | | Total | | 1.00 |

Note:

1. The Bidder will be required to specify weightings within the range such that the total weightings = 1.00.

Project Director

# Performance Specifications and Drawings

None

Project Director

# Part III – Conditions of Contract and Contract Forms

Project Director

# Section VIII - General Conditions of Contract

## Table of Clauses

**A. General Provisions ..... 79**

1.1 Definitions ..... 79
1.2 Applicable Law ..... 81
1.3 Language ..... 81
1.4 Notices ..... 81
1.5 Location ..... 81
1.6 Authorized Representatives ..... 81
1.7 Inspection and Audit by the Bank ..... 82
1.8 Taxes and Duties ..... 82

**2. Commencement, Completion, Modification, and Termination of Contract ..... 82**

2.1 Effectiveness of Contract ..... 82
2.3 Intended Completion Date ..... 82
2.4 Modification ..... 83
2.4.1 Value Engineering ..... 83
2.5 Force Majeure ..... 84
2.6 Termination ..... 85

**3. Obligations of the Service Provider ..... 86**

3.1 General ..... 86
3.2 Conflict of Interests ..... 86
3.3 Confidentiality ..... 87
3.4 Insurance to be Taken Out by the Service Provider ..... 87
3.5 Service Provider's Actions Requiring Employer's Prior Approval ..... 87
3.6 Reporting Obligations ..... 88
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer ..... 89
3.8 Liquidated Damages ..... 89
3.9 Performance Security ..... 89

Project Director

3.10 Fraud and Corruption ....90
3.11 Sustainable Procurement ....90
3.12 Code of Conduct ....90
3.13 Training of Service Provider's Personnel ....91
3.14 Security of the Site ....91
3.15 Protection of the Environment ....92
3.16 Cultural Heritage Findings ....92

**4. Service Provider's Personnel ....93**
4.1 Description of Personnel ....93
4.2 Removal and/or Replacement of Personnel ....93

**5. Obligations of the Employer ....96**
5.1 Assistance and Exemptions ....96
5.2 Change in the Applicable Law ....96
5.3 Services and Facilities ....97

**6. Payments to the Service Provider ....97**
6.1 Lump-Sum Remuneration ....97
6.2 Contract Price ....97
6.3 Payment for Additional Services, and Performance Incentive Compensation ....97
6.4 Terms and Conditions of Payment ....97
6.5 Interest on Delayed Payments ....97
6.6 Price Adjustment ....97
6.7 Dayworks ....98

**7. Quality Control ....99**
7.1 Identifying Defects ....99
7.2 Correction of Defects, and ....99

**8. Settlement of Disputes ....99**
8.1 Amicable Settlement ....99
8.2 Dispute Settlement ....99

Project Director

# Section VIII - General Conditions of Contract

## A. General Provisions

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;

(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

(c) "Association" means the International Development Association, Washington, D.C., U.S.A.;

(d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;

(e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;

(f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;

(h) "Employer" means the party who employs the Service Provider;

(i) "Employer's Personnel" means all staff, labor and other employees of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer to the Service provider;

(j) "ES" means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

Project Director

(k) "Foreign Currency" means any currency other than the currency of the country of the Employer;

(l) "GCC" means these General Conditions of Contract;

(m) "Government" means the Government of the Employer's Country;

(n) "Local Currency" means the currency of the country of the Employer;

(o) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(p) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(q) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(r) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(t) "Specifications" means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;

(u) "Services" means the work to be performed by the Service Provider pursuant to the Contract;

(v) "Sexual Exploitation and Abuse" "(SEA)" means 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;

(w) "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 Service Provider's Personnel with other Service Provider's Personnel or Employer's Personnel;

(x) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer's Country, unless otherwise **specified in the Special Conditions of Contract (SCC).**

**1.3 Language** This Contract has been executed in the language **specified in the SCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.**

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

**1.7 Inspection and Audit by the Bank**

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**1.8 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification, and Termination of Contract

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

**2.2 Commencement of Services**

**2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date**

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

**2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be

liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

**2.4.1 Value Engineering**

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Employer; or

(c) improves the quality, efficiency, safety or sustainability of the services; or

(d) yields any other benefits to the Employer,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or

Project Director

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## 2.5 Force Majeure

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Project Director

## 2.6 Termination

**2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Suspension of Loan or Credit**

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

(b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the

Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

## 3. Obligations of the Service Provider

**3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with any applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

**3.2 Conflict of Interests**

**3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents

of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

**3.4 Insurance to be Taken Out by the Service Provider**

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be **specified in the SCC.**

Submission by the Contractor for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

**3.6 Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

Project Director

**3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

**3.9 Performance Security**

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the

Project Director

**SCC**, or in another format acceptable to the Employer.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

**3.10 Fraud and Corruption**

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**3.11 Sustainable Procurement**

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

**3.12 Code of Conduct**

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

Project Director

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

**3.13 Training of Service Provider's Personnel**

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trainedon applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

**3.14 Security of the Site**

The Service Provider shall provide training on SEA and SH including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

**Unless stated otherwise in the SCC**, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**If required in the SCC**, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act

Project Director

within the applicable Laws and any requirements set out in the Employer's Reqquirements.

**3.15 Protection of the Environment**

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

As applicable, the Service Provider shall take all necessary measures to:

i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and

ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

**3.16 Cultural Heritage Findings**

All fossils, coins, articles of value or antiquity, structures, groups of structures, and othe

r remains or items of geological, archaeological, paleontological, historical, architectural, r

eligious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or

investigate the finding before it is disturbed and to issue instructions for dealing with it.

## 4. Service Provider's Personnel

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

**4.3 Service Provider's Personnel**

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not

Project Director

discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).

Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

Project Director

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

## 5. Obligations of the Employer

**5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

**5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

Project Director

**5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

**6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

**6.2 Contract Price**

(a) The price payable in local currency is **set forth in the SCC.**

(b) The price payable in foreign currency is set **forth in the SCC.**

**6.3 Payment for Additional Services, and Performance Incentive Compensation**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

**6.6 Price Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

Project Director

$$P_c = A_c + B_c \ Lmc/Loc + C_c \ Imc/Ioc$$

Where:

$P_c$ is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

$A_c$ , $B_c$ and $C_c$ are coefficients specified in the SCC, representing: $A_c$ the nonadjustable portion; $B_c$ the adjustable portion relative to labor costs and $C_c$ the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

**6.7 Dayworks**

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

Project Director

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

**7.1 Identifying Defects**

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC.** The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

**7.2 Correction of Defects, and Lack of Performance Penalty**

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement**

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC,** together with reimbursable expenses of the

types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

(a) For contracts with foreign Service Providers:

**unless otherwise specified in the SCC**; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

(b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

# ATTACHMENT 1

## Fraud and Corruption

***(Text in this Attachment shall not be modified)***

**1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

**2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, 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;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

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;

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;

v. "obstructive practice" is:

(a) 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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

Project Director

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Project Director

# Section IX - Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **1.1** | The words "in the Government's country" are amended to read "in *[Nepal]*." |
| **1.1(a)** | The Adjudicator is *as per* Nepal Council of Arbitration (NEPCA) *decision.* |
| **1.1(e)** | The contract name is: ***Procurement of Non- Consulting Services for GBV Service Provider under SRCTIP in NNM Road*** |
| **1.1(h)** | The Employer is: Department of Roads,<br>Development Cooperation Implementation Division,<br>Strategic Road Connectivity and Trade Improvement Project<br>Jwagal, Lalitpur |
| **1.1(o)** | The Member in Charge is: ……. |
| **1.1(q)** | The Service Provider is _____ |
| **1.2** | The Applicable Law is: *Law of Government of Nepal* |
| **1.3** | The language is *English* |
| **1.4** | The addresses are:<br>Attention: The Project Director<br>Address: Strategic Road Connectivity and Trade Improvement Project,<br>Department of Roads<br>Development Cooperation Implementation Division<br>Jwagal, Lalitpur<br>City: Lalitpur<br>ZIP Code: 44700<br>Country: Nepal<br>Telephone: +977-1-5541686<br>Electronic mail address: **dorfcb@dor.gov.np**<br>Service Provider: _____<br>Attention: _____ |

Project Director

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| | Telex: _____<br>Facsimile: _____ |
| **1.6** | The Authorized Representatives are:<br>For the Employer: The Project Director<br>For the Service Provider: _____ |
| **2.1** | The date on which this Contract shall come into effect is: On the Date of Contract Agreement |
| **2.2.2** | The Starting Date for the commencement of Services is; **The number of days shall be 15 Days** from the date of agreement. |
| **2.3** | The Intended Completion Date is ***36 Months from the date of Commencement of Service.*** |
| **2.4.1** | Not Applicable |
| **3.4** | The risks and coverage by insurance shall be:<br>Bidders Manpower and third-party insurances:<br>Personnel injury or death Per persion 10 Lakh for unlimited occurrence. |
| **3.5 (d)** | The other actions are: Not Applicable |
| **3.7** | Restrictions on the use of documents prepared by the Service Provider are:<br>All the documents related with the assignment |
| **3.8.1** | The liquidated damages rate is *0.05% of Contract Amount* per day<br>The maximum amount of liquidated damages for the whole contract is *10 %* percent of the final Contract Price. |
| **3.8.3** | Not Applicable |
| **3.9** | A Performance Security *shall be required*<br>The Performance Security shall be in the form of: *a Bank Guarantee* with the value of 5.0% of the Accepted Contract Amount having validity period up to the completion of Service. |
| **5.1** | The assistance and exemptions provided to the Service Provider are:<br>Not Applicable |
| **6.2(a)** | The amount in local currency is 100% |

Project Director

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **6.2(b)** | The amount in foreign currency or currencies is: Not Applicable |
| **6.3.2** | The performance incentive paid to the Service Provider shall be: Not Applicable |
| **6.4** | Payments shall be made according to the following schedule:<br>• Advance for Mobilization, Materials and Supplies: 10 percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.<br>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:<br>- **As per the progress of different activities set out in Bill of Quantities**<br>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.<br>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized. |
| **6.5** | Payment shall be made within *30 (thirty)* days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within *60 (sixty)* days in the case of the final payment.<br>The interest rate is *8%.* |
| **6.6.1** | Price adjustment is *applicable* in accordance with Sub-Clause 6.6.<br>The coefficients for adjustment of prices are:<br>$A_c$ is *Non Adjustable and is 0.15*<br>$B_c$ is Adjustable; ……<br>$C_c$ is Adjustable; .....<br>$L_{mc}$ and $L_{oc}$ are the index for *Overall Index from Nepal Rastra Bank (National Salary and Wage Rate Index)*<br>$I_{mc}$ and $I_{oc}$ are the index for *Overall Index from Nepal Rastra Bank (National Wholesale Price Index)* |
| **7.1** | The principle and modalities of inspection of the Services by the Employer are as follows: *Monthly by the Project* |

Project Director

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **8.2.3** | The Adjudicator shall be appointed by Nepal Council of Arbitration (NEPCA) who will be paid a rate specified by the NEPCA |
| **8.2.4** | Rules of arbitration<br>The Arbitration procedures shall be conducted in accordance with the laws of Nepal (NEPCA) and the place of arbitration shall be in Kathmandu. |
| **8.2.5** | The designated Appointing Authority for a new Adjudicator is *NEPCA* |

Project Director

# Appendices

## Appendix A - Description of the Services

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

## Appendix B - Schedule of Payments and Reporting Requirements

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."*

## Appendix C - Key Personnel and Subcontractors

*List under: C-1 as per Part II: Employers Requirements, 7: Team Composition*

*Sub-contractors: Not Applicable*

## Appendix D—Breakdown of Contract Price

## Appendix E - Services and Facilities Provided by the Employer

## Appendix F- CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

## Appendix G - Performance Incentive Compensation Appendix – Not Applicable

## Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

Project Director

# Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]*

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

| **SEA and/or SH Declaration** |
|---|
| We:<br>☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.<br>☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.<br>☐ (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. |
| **[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Project Director

# Section X - Contract Forms

## Table of Forms

**Notification of Intention to Award** ..... **111**

**Beneficial Ownership Disclosure Form** ..... Error! Bookmark not defined.

**Letter of Acceptance** ..... **115**

**Contract Agreement** ..... **116**

**Performance Security** ..... **118**

**Advance Payment Security** ..... **120**

Project Director

# Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

# Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*
**Project:** *[insert name of project]*
**Contract title:** *[insert the name of the contract]*
**Country:** *[insert country where RFB is issued]*
**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*
**RFB No:** *[insert RFB reference number from Procurement Plan]*

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

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

**1. The successful Bidder**

| | |
|---|---|
| **Name:** | [*insert name of successful Bidder*] |
| **Address:** | [*insert address of the successful Bidder*] |
| **Contract price:** | [*insert contract price of the successful Bid*] |

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

| Name of Bidder | Bid price | Evaluated Bid price (if applicable) |
|---|---|---|

Project Director

| | | |
|---|---|---|
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

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

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

**4. How to request a debriefing**

**DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention**: [*insert full name of person, if applicable*]

**Title/position**: [*insert title/position*]

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

**Email address**: [*insert email address*]

**Fax number**: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

**5. How to make a complaint**

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention**: [*insert full name of person, if applicable*]

**Title/position**: [*insert title/position*]

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

**Email address**: [*insert email address*]

**Fax number**: [*insert fax number*] ***delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

**6. Standstill Period**

**DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

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

Project Director

On behalf of the Employer:

**Signature:** _____

**Name:** _____

**Title/position:** _____

**Telephone:** _____

**Email:** _____

Project Director

# Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

**or**

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

# Contract Agreement

This AGREEMENT is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

(c) the Employer has received [*or* has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [*or* a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or* credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [*or* Association] will be made only at the request of the Employer and upon approval by the Bank [*or* Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or* credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or* credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Specifications;

(f) the Priced Activity Schedule; and

(g) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Employer

Appendix F: Code of Conduct for Service Provider's Personnel

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of on the day, month and year indicated above.

**For and on behalf of the Employer:**

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**For and on behalf of the Service Provider:**

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

# Performance Security

## Option 1: (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

This guarantee shall expire, no later than the …. Day of ……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and*

Project Director

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

_____

*[signature(s)]*

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

*must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

# Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

(a) has used the advance payment for purposes other than toward delivery of Services; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

Project Director

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

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

.

_____
*[signature(s)]*

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

Project Director