

Part-1: Bidding Procedures

Section 1. Instructions to Bidders

Table of Contents

A. General	3 - 7
1. Scope of Bid	3
2. Source of Funds	3
3. Fraud and Corruption	3 - 5
4. Eligible Bidders	5 - 7
5. Eligible Goods and Related Services	7
B. Contents of Bidding Document	8 - 9
6. Sections of Bidding Document	8
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	9
8. Amendment of Bidding Document	9
C. Preparation of Bids	10 - 17
9. Cost of Bidding	10
10. Language of Bid	10
11. Documents Comprising the Bid	10
12. Bid Submission Sheet and Price Schedules	11
13. Alternative Bids	11
14. Bid Prices and Discounts	11-13
15. Currencies of Bid	13
16. Documents Establishing the Eligibility of the Bidder	14
17. Documents Establishing the Eligibility of the Goods and Related Services	14
18. Documents Establishing the Eligibility and Conformity of the Goods and Related Services to the Bidding Document.....	14
19. Documents Establishing the Qualifications of the Bidder	15
20. Period of Validity of Bids	15
21. Bid Security/Bid Securing Declaration	15 - 17
22. Format and Signing of Bid	17
D. Submission and Opening of Bids	18 - 20
23. Sealing and Marking of Bids	18
24. Deadline for Submission of Bids	18
25. Late Bids	18
26. Withdrawal, Substitution, and Modification of Bids	19
27. Bid Opening	19-20
E. Evaluation and Comparison of Bids	21 - 25
28. Confidentiality	21
29. Clarification of Bids	21
30. Deviations, Reservations, and Omissions	21
31. Determination of Responsiveness	22
32. Nonmaterial Nonconformities	22
33. Correction of Arithmetical Errors	23
34. Conversion to Single Currency.....	23
35. Margin of Preference	23
36. Evaluation of Bids	23
37. Comparison of Bids	24
38. Postqualification of the Bidder	25
39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	25

F. Award of Contract	26-27
40. Award Criteria	26
41. Purchaser's Right to Vary Quantities at Time of Award	26
42. Notification of Award	26
43. Signing of Contract	26
44. Performance Security	26

Section 1 – Instructions to Bidders

A. General

- | | |
|-------------------------|---|
| 1. Scope of Bid | <p>1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none">(a) the term “in writing” means communicated in written form and delivered against receipt;(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and(c) “day” means calendar day. |
| 2. Source of Funds | <p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.</p> |
| 3. Fraud and Corruption | <p>3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <ul style="list-style-type: none">(a) defines, for the purposes of this provision, the terms set forth below as follows: |

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means 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;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB’s contractual rights of audit or access to information; and
 - (vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of

the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, enquiring Bidders, suppliers, and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-clause 3.2 and Sub-clause 35.1(c) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

(a) all parties to the Joint Venture shall be jointly and severally liable; and

(b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this Bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
 - (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.
- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, administered, or supported project while under temporary suspension or debarment by

ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 Firms shall be excluded if 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 persons or entities in that country.

5. Eligible Goods and Related Services

- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of the Bidding Document

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

- 6.2 The Invitation for Bids (IFB) issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser 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. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet; and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (i) any other document required in the BDS.

12. Bid Submission Sheet and
Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to the **text**, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

13. Alternative Bids

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

14. Bid Prices and
Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3.
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of

Commerce, at the date of the Invitation for Bids or as specified in the BDS.

- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered

(a) for Goods offered from within the Purchaser's country:

- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
- (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (iii) the total price for the item.

(b) for Goods offered from outside the Purchaser's country:

- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
- (iii) the total price for the item.

(c) for Related Services whenever such are specified in the Schedule of Supply:

- (i) the local currency cost component of each item comprising the Related Services; and
- (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales, and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.

14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any fully convertible currency. If a 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 currencies in addition to the currency of the Purchaser's country.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents Establishing the Eligibility of the Bidder
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
 - (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.
17. Documents Establishing the Eligibility of the Goods and Related Services
- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).

19. Documents Establishing the
Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts—stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security/Bid-Securing
Declaration

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as non responsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 44.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) if the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 43;
 - (ii) furnish a performance security in accordance with ITB 44; or

- (iii) (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.

21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original set of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids
- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing, and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL,” “ALTERNATIVE,” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
24. Deadline for Submission of Bids
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
25. Late Bids
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission

of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

- 27.1 The Purchaser shall open the Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned unopened 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 and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded 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 and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

- | | |
|---|---|
| 28. Confidentiality | <p>28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p> |
| 29. Clarification of Bids | <p>29.1 To assist in the examination, evaluation, comparison, and post qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder with regard to its bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB 33.</p> <p>29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| 30. Deviations, Reservations, and Omissions | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none">(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. |

31. Determination of
Responsiveness

- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial
Nonconformities

- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser 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.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or

		omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
33. Correction of Arithmetical Errors	33.1	<p>Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. (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.
	33.2	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security may be forfeited, or its Bid-Securing Declaration executed.
34. Conversion to Single Currency	34.1	For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
35. Margin of Preference	35.1	Unless otherwise specified in the BDS, a margin of preference shall not apply.
36. Evaluation of Bids	36.1	The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
	36.2	To evaluate a bid, the Purchaser shall consider the following:

- (a) the bid price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services, which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.

36.3 The Purchaser's evaluation of a bid will exclude and not take into account,

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
- (d) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.

38. Post qualification of
the Bidder

- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 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 19.
- 38.3 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 Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

- 39.1 The Purchaser 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 the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- | | |
|---|---|
| 40. Award Criteria | 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 41. Purchaser's Right to Vary Quantities at Time of Award | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| 42. Notification of Award | <p>42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p> <p>42.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |
| 43. Signing of Contract | <p>43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.</p> <p>43.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p> |
| 44. Performance Security | 44.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the |

Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.

- 44.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.