



LAO PEOPLE'S DEMOCRATIC REPUBLIC

Peace Independence Democracy Unity Prosperity

MINISTRY OF PUBLIC WORKS AND TRANSPORT

DEPARTMENT OF TRANSPORT

**Vientiane Sustainable Urban Transport Project
(VSUTP)**

**BIDDING DOCUMENT FOR
PROCUREMENT OF
WORKS**

PACKAGE : CW1E - Traffic Signaling

Volume 1

PART I BIDDING PROCEDURES

Preface

This Bidding Document for the Procurement of Works has been prepared by Department of Transport, Ministry of Public Works and Transport and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated December 2016.

ADB's *SBD Works-Small* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works–Small Contracts", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

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Section 1 - Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
 - 1.2 Throughout this Bidding Document,
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
- 2. Source of Funds**
 - 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.
 - 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 "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.
- 3. Fraud and Corruption**
 - 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
 - (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) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, 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 or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers 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, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (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, 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

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

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, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, 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 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers require their officers, directors, employees, personnel, agents to shall ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture

partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

- 3.5 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprises 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 partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business 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, incorporated, or registered, 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 partners 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 Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. 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 works 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 Employer or Borrower as Engineer for the Contract; or
- (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) a Bidder that has a financial or familial relationship with staff of the Employer including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

- 4.4 A firm will 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 temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.5 Government-owned enterprises in the Borrower'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 a dependent agency of the Borrower.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer 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.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment, and Services

- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to

such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of 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 Requirements

Section 6 – Employer's Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

Section 7 - General Conditions of Contract (GCC)
 Section 8 - Particular Conditions of Contract (PCC)
 Section 9 - Contract Forms (COF)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer 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, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given 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.

Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
 - 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
 - 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
 - 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer 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 from the Employer 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 Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

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| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages 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 | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid; (b) completed Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS; (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19; (d) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract; (g) Technical Proposal in accordance with ITB 16; (h) Any other document required in the BDS. <p>11.2 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.</p> |
| 12. Letter of Bid and Schedules | 12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms 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 and as required in the BDS. |
| 13. Alternative Bids | <p>13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> <p>13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as</p> |

described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.
- 14.6 If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

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| 15. Currencies of Bid and Payment | <p>15.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.</p> <p>15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p> |
| 16. Documents Comprising the Technical Proposal | <p>16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p> |
| 17. Documents Establishing the Qualifications of the Bidder | <p>17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).</p> <p>17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.</p> |
| 18. Period of Validity of Bids | <p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended 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.</p> |
| 19. Bid Security/Bid-Securing Declaration | <p>19.1 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.</p> <p>19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed</p> <p>19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (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 Employer. 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 18.2.

19.4 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 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.

19.6 If a bid security is specified pursuant to ITB 19.1, 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.

19.7 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 Letter of Bid, except as provided in ITB 18.2; or

(b) if the successful Bidder fails to

(i) sign the Contract in accordance with ITB 40;

(ii) furnish a performance security in accordance with ITB 41;

(iii) accept arithmetical corrections in accordance with ITB 31; or

(iv) furnish a domestic preference security, if applicable, in accordance with ITB 41.

19.8 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 shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 19.1, 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-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 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 each of

them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, 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 Employer 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.
- 20.3 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

21. Sealing and Marking of Bids

- 21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall 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 21.2 and ITB 21.3.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer as provided in BDS 22.1;
 - (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

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

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

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

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

25. Bid Opening

25.1 The Employer 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 choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and

read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

- 25.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 23.1.
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security or a 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 when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonmaterial Nonconformities**
- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.
 - (d) 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), (b) and (c) above.
- 31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.
- 32. Conversion to Single Currency**
- 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 33. Margin of Preference**
- 33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 34. Evaluation of Bids**
- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;

- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) adjustment for nonconformities in accordance with ITB 30.3; and
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

34.3 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.

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

34.5 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

35. Comparison of Bids

35.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 34.2.

36. Qualification of the Bidder

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

36.3 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 Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

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

F. Award of Contract

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| 38. Award Criteria | 38.1 The Employer 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. |
| 39. Notification of Award | <p>39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>39.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer 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 Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p> <p>39.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |
| 40. Signing of Contract | <p>40.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>40.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p> |
| 41. Performance Security | <p>41.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.</p> <p>41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to 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 Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p> <p>41.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.</p> |
| 42. Bidding-Related Complaints | 42.1 The procedures for dealing with the Bidding-Related Complaints arising out of this bidding process are specified in the BDS. |

Section 2 - Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: ICB No.: VSUTP-ICB- CW1E-2022
ITB 1.1	The Employer is: Department of Transport, Ministry of Public Works and Transport, Lao PDR
ITB 1.1	The name of the bidding process is: Procurement of Works; Traffic Signaling (Single-Stage: One-Envelope) The identification number of the bidding process is: CW1E The number and identification of lots comprising this bidding process is: One Lot
ITB 2.1	The Borrower is: Ministry of Finance of Lao PDR
ITB 2.1	The name of the Project is: Vientiane Sustainable Urban Transport Project (VSUTP)

B. Contents of Bidding Documents

ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention : Dr. Bounta ONNAVONG, Director General, Department of Transport, Ministry of Public Works and Transport</p> <p>Address : Lane Xang Avenue, Phonexay Village, Xaysetha District</p> <p>Floor/Room number : First Floor of Ministry of Public Works and Transport Building</p> <p>City : Vientiane Capital.</p> <p>ZIP code : N/A</p> <p>Country : Lao PDR</p> <p>Telephone : +856-21-415563</p> <p>E-mail : bounta_ov@yahoo.com</p> <p>And</p> <p>Attention : Mr. Khamphanh Vanthana, Project Manager, Vientiane Sustainable Urban Transport Project, Department of Public Works and Transport</p> <p>Address : Setthathirath Road, Khao Ngot Village</p> <p>Floor/Room number : VUDAA Building, Sisattanak District,</p> <p>City : Vientiane Capital</p> <p>ZIP code : N/A</p> <p>Country : Lao PDR</p> <p>Telephone : +856 20-58988759</p> <p>E-mail : k_vanthana@yahoo.com</p>
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	Requests for clarification should be received by the Employer no later than: 21 days before bid closing date.
ITB 7.4	<p>A Pre-Bid meeting will take place.</p> <p>Date: 28 September 2023</p> <p>Time: 9.00 Hours (Local Time)</p> <p>Place: Lane Xang Avenue, First Floor, Department of Transport Meeting Room, Ministry of Public Works and Transport's Building Vientiane Capital.</p> <p>A site visit conducted by the Employer will be organized on the same date as the pre-bid meeting.</p>

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.1 (b)	<p>In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for admeasurement contracts:</p> <ul style="list-style-type: none"> ▪ Schedule of equipment, key personnel, and subcontractors, and data on financial resources for meeting the required financial resources requirement that must be submitted with the Bid together with the price schedules.
ITB 11.1 (h)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>All bidding forms and schedules completed as required in the bidding documents.</p>
ITB 12.1	<p>For admeasurement contracts:</p> <p>The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten or if written by hand, must be in print form. Bill of Quantities and Daywork Schedule not presented accordingly may be considered nonresponsive.</p>
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.5	The prices quoted by the Bidder shall be fixed and not subject to adjustment during the performance of the Contract.
ITB 15.1	(a) The prices shall be quoted by the Bidder in: US Dollars. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, shall indicate up to

	<p>three foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).</p> <p>(b) The rates of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of Bids published by Bank of Lao PDR. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by Bank of Lao PDR as the selling rates prevailing 28 days prior to the deadline for submission of bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the Bidder.</p> <p>(c) Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for</p> <ul style="list-style-type: none"> • expatriate staff and labor employed directly on the Works; • social, insurance, medical, and other charges relating to such expatriate staff and labor, and foreign travel expenses; • imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works; • depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works; • foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and • overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works. <p>(d) Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to item (c) above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.</p> <p>(e) Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Subclause 54.1 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.</p>
ITB 18.1	The bid validity period shall be 120 days .
ITB 19.1	The Bidder shall furnish a bid security in the amount of US\$ 80,000
ITB 19.2	Not Applicable.

ITB 19.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 7 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 20.1	In addition to the original Bid, the number of copies is: 5 Copies, Totally one "Original" and "Five" Copies.
ITB 20.2	The Bidder shall submit an acceptable authorization within 14 days.

D. Submission and Opening of Bids

ITB 21.1	Bidders SHALL NOT have the option of submitting their Bids electronically.
ITB 21.1 (b)	If bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 22.1	<p>For <u>bid submission purposes</u> only, the Employer's address is:</p> <p>Attention : Dr. Bounta ONNAVONG, Director General, Department of Transport, Ministry of Public Works and Transport</p> <p>Address : Lane Xang Avenue, Phonexay Village, Xaysetha District</p> <p>Floor/Room number : First Floor of Ministry of Public Works and Transport Building</p> <p>City : Vientiane Capital.</p> <p>ZIP code : N/A</p> <p>Country : Lao PDR</p> <p>Telephone : +856-21-415563</p> <p>E-mail : bounta_ov@yahoo.com</p> <p>The deadline for bid submission is:</p> <p>Date: 16 October 2023</p> <p>Time: 9:00 am (Local Time Vientiane, Laos)</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Street Address : Lane Xang Avenue</p> <p>Floor/Room number : First Floor, Department of Transport Meeting Room, Ministry of Public Works and Transport's Building</p> <p>City : Vientiane Capital.</p> <p>Country : Lao PDR</p> <p>Date: 16 October 2023</p> <p>Time: 9:00 am (Local Time Vientiane, Laos)</p>

ITB 25.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable
ITB 25.3	The Letter of Bid and Schedules shall be initialed by 3 representatives of the Employer attending the Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: US Dollar.</p> <p>The source of the selling exchange rate shall be: Bank of Lao PDR</p> <p>The date for the selling exchange rate shall be: Rate of Bank of Lao PDR on the Bid Opening Date.</p>
ITB 33.1	A margin of preference shall not apply.
ITB 42.1	<p>The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>Attention : Dr. Bounta ONNAVONG, Director General, Department of Transport, Ministry of Public Works and Transport</p> <p>Address : Lane Xang Avenue, Phonexay Village, Xaysetha District</p> <p>Floor/Room number : First Floor of Ministry of Public Works and Transport Building</p> <p>City : Vientiane Capital.</p> <p>ZIP code : N/A</p> <p>Country : Lao PDR</p> <p>Telephone : +856-21-415563</p> <p>E-mail : bounta_ov@yahoo.com</p> <p>or submit the complaint to ADB procurement complaint tracking system, https://www.adb.org/forms/complaints.</p>

Section 3 - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 34.2 (a)–(e), other relevant factors are as follows:

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 6 (Employer's Requirements).

Noncompliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 34.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI – 1; ELI – 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1, ELI - 2 with attachments
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
--	-----------------------	-----------------------	-----------------------	----------------	---------------

2.2 Pending Litigation and Arbitration

2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last three (3) years 2020-2022 to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of \$ 2.5 million , calculated as total certified payments received for contracts in progress or completed, within the last three (3) years 2020-2022 .	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>For Single Entities:</p> <p>The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of US\$ 350,000</p>	must meet requirement	not applicable	not applicable	not applicable	Form FIN – 3 and Form FIN – 4
<p>For Joint Ventures:</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 40% from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	not applicable	must meet requirement	Form FIN – 3 and Form FIN – 4
<p>(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 25% from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	must meet requirement	not applicable	Form FIN – 3 and Form FIN – 4
<p>(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of US\$ 350,000</p>	not applicable	must meet requirement	not applicable	not applicable	Form FIN – 3 and Form FIN – 4

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one contract that has been successfully or substantially completed within the last five (5) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds US\$ 1.3 million . The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP - 1

2.4.2 Construction Experience in Key Activities

(May be complied with by specialist subcontractors. The employer shall require evidence of the subcontracting agreement from the bidder. A specialist subcontractor is a specialist enterprise engaged for highly specialized processes, which the main contractor cannot provide.)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities or similar:	must meet requirements	must meet requirements ¹	not applicable	not applicable	Form EXP - 2
Traffic Signaling works					

¹ In the case of a joint venture bidder, at least one of the partners must have the experience in the key activity if the bidder itself (not its subcontractor) will carry out the relevant activity.

Supply of traffic signaling equipment (40 intersections)					
Installation of traffic signaling Equipment (40 Intersections)					
Distributed Transit Signal Priority (TSP) bus priority preemptive system supply and installation (10)					

Section 4 - Bidding Forms

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Letter of Bid

-Note-

The bidder must accomplish the Letter of Bid on its letterhead clearly showing the bidder's complete name and address.

Date:

ICB No.: VSUTP-ICB- CW1E-2022

Invitation for Bid No.: VSUTP-ICB- CW1E-2022

To: **The Department of Transport, Ministry of Public Works and Transport.**
Lane Xang Avenue, Vientiane Capital, Lao PDR.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works: **Traffic Signaling**
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Bid may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows: [. . . insert discounts and methodology for their application if any . . .]
- (e) Our bid shall be valid for a period of [. . . insert bid validity period as specified in ITB 18.1 of the BDS . . .] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.
- (g) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

- (h) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].¹
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:²

Name of Recipient	Address	Reason	Amount
.....
.....

- (m) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (p) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

¹ Use one of the two options as appropriate.

² If none has been paid or is to be paid, indicate "None".

Schedules

Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
BID PRICE				

-- Note --

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Table(s) of Adjustment Data: Not applicable

Bill of Quantities

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed covered by other rates and prices entered in the Bill of Quantities. The units and rates in figures entered into the Bill of Quantities should be typewritten or if written by hand, must be in print form. Bill of Quantities not presented accordingly may be considered nonresponsive.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.
8. The method of measurement of completed work for payment of each item of the Bill of Quantities is described in Section 6, Employers Requirements of this bidding documents.
9. Arithmetic errors will be corrected by the Employer as follows:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.
 - d) 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), (b), and (c) above.
10. Rock is defined as all materials that, in the opinion of the Project Manager, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horsepower with a single, rear-mounted, heavy-duty ripper.

Bills of Quantities

Bill No.100: GENERAL PROVISIONS

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (USD)	AMOUNT (USD)
101	PREAMBLE TO GENERAL PROVISIONS				
100-1	Installation of the site	LS	1.00		
100-2	Project management (project management meetings...)	LS	1.00		
100-3	Quality management, environment and security	LS	1.00		
101-4	Insurance of the Works and Contractor's equipment	LS	1.00		
101-5	Third party insurance	LS	1.00		
102	GENERAL OBLIGATIONS				
102-1	Maintenance of Roads, Sidewalks and Culverts	mon	12.00		
	Total for Bill No.100 (Carried forward to Summary Bill)				

Bill No.200: GENERAL STUDIES AND SERVICES

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (USD)	AMOUNT (USD)
201	IMPLEMENTATION STUDIES				
201-1	Implementation studies of the secondary networks of new traffic signals with TSP	no.	28.00		
201-2	Implementation studies for the regulation of new traffic signals with TSP	no.	28.00		
201-3	Implementation studies of the secondary networks of new traffic signals	no.	8.00		
201-4	Implementation studies for the regulation of new traffic signals	no.	8.00		
201-5	Implementation studies of the modification of secondary networks of existing traffic signals	no.	5.00		
201-6	Implementation studies of the modification of the regulation of existing traffic signals	no.	5.00		
202	TESTING AND COMMISSIONING				
202-1	Factory tests (hardware and software integration tests)	LS	1.00		
202-2	Priority site testing (hardware and software integration testing)	LS	28.00		
202-3	Commissioning of road intersections	no.	41.00		
202-4	Commissioning of the TSP System priority at BRT Corridor intersections	no.	28.00		
202-5	Supply of the executed works file	LS	1.00		
202-6	Settings and tests for Regular Service Verification (RSV)	no.	24.00		
203	TRAINING - DOCUMENTATION				
203-1	Training of maintenance and operation staff	LS	1.00		
203-2	Bus priority parameterization training for BRT staff	LS	1.00		
203-3	Supply of operating instructions and manuals	LS	1.00		
204	TECHNICAL ASSISTANCE				
204-1	Maintenance Services and Technical Support first 2 years of operation	LS	24.00		
	Total for Bill No.200 (Carried forward to Summary Bill)				

Bill No.300: SUPPLIES

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (USD)	AMOUNT (USD)
301	Supply of signals				
301-1	200 mm Red Yellow Green LED Traffic Light full ball or directional	no.	341.00		
301-2	Tri-color 600 x 400 mm 2 ½ digit LED Countdown Meter	no.	78.00		
301-3	Extra 200 mm LED U-turn, BRT signals Red, Green	no.	129.00		
301-4	200 mm LED Red Green Pedestrian Traffic signal	no.	228.00		
302	Supply of "Poles" including class II case				
302-1	Light support pole 3m70	no.	82.00		
302-2	Pedestrian traffic light support pole 2m70	no.	76.00		
302-3	7m pole with 3.50m arm	no.	42.00		
302-4	7m pole with 6.50m arm (2 lanes across)	no.	23.00		
302-5	7m pole with 10 m arm (3 lanes across)	no.	28.00		
302-6	7m pole with 13.5 m arm (4 lanes across)	no.	22.00		
303	Controllers				
303-1	Cabinet with controller equipped with 24 groups	no.	31.00		
303-2	Cabinet with controller equipped with 32 groups	no.	10.00		
304	Supply of "Detection"				
304-1	Detection Equipment - Automatic 4 channel self tuning units	no.	12.00		
304-2	Detection equipment - * Other configuration e.g. 2 channel units	no.	42.00		
304-3	Inductive loop detection cable (under vehicle pavement) price per M	m	1,296.00		
304-4	Loop Feeder cable (2 core waterproof - controller to pavement box) price per M	m	2,592.00		
304-5	Accessories (crimps, sleeving, waterproofing, joints, etc - price per loop)	set	72.00		
304-6	Ancillary equipment for detection system e.g. specialist tools or meter	set	1.00		
304-7	Transponders to be fitted under the BRT Busses	set	55.00		
305	Supply of "Wiring"				
305-1	Cable U1000R02V 12GX1,5 mm ²	m	10,120.00		
305-2	Cable U1000R02V 7GX1,5 mm ²	m	11,850.00		
305-3	Cable U1000R02V 5 X 1,5 mm ²	m	6,900.00		
305-4	Shielded cable linking BRT loops - BRT detectors	m	5,600.00		
305-5	Bare copper cable 25 mm ²	m	2,500.00		
306	Modification of Existing signals				
306-1	Supplies for Modification of existing phasing	set	5.00		
Total for Bill No.300 (Carried forward to Summary)					

Bill No.400: CONSTRUCTION AND INSTALLATION

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (USD)	AMOUNT (USD)
401	Installation of signals				
401-1	200 mm Red Yellow Green LED Traffic Light	no.	341.00		
401-2	Tri-color 600 x 400 mm 2 ½ digit LED Countdown Meter	no.	78.00		
401-3	Extra 200 mm LED U-turn, BRT signals Red, Green	no.	129.00		
401-4	200 mm LED Red Green Pedestrian Traffic signal	no.	228.00		
402	Installation f "Poles" including class II case				
402-1	Light support pole 3m70	no.	82.00		
402-2	Pedestrian traffic light support pole 2m70	no.	76.00		
402-3	7m pole with 3.50m arm	no.	42.00		
402-4	7m pole with 6.50m arm (2 lanes across)	no.	23.00		
402-5	7m pole with 10 m arm (3 lanes across)	no.	28.00		
402-6	7m pole with 13.5 m arm (4 lanes across)	no.	22.00		
403	Controller Installation				
403-1	Cabinet with controller equipped with 24 groups	no.	31.00		
403-2	Cabinet with controller equipped with 32 groups	no.	10.00		
404	Installation of "Detection"				
404-1	Detection Equipment - Automatic 4 channel self tuning units	no.	12.00		
404-2	Detection equipment - * Other configuration e.g. 2 channel units	no.	42.00		
404-3	Inductive loop detection cable (under vehicle pavement) price per M	m	1,296.00		
404-4	Loop Feeder cable (2 core waterproof - controller to pavement box) price per M	m	2,592.00		
405	Installation of "Wiring"				
405-1	Cable U1000R02V 12GX1,5 mm ²	m	10,120.00		
405-2	Cable U1000R02V 7GX1,5 mm ²	m	11,850.00		
405-3	Cable U1000R02V 5 X 1,5 mm ²	m	6,900.00		
405-4	Shielded cable linking BRT loops - BRT detectors	m	5,600.00		
405-5	Bare copper cable 25 mm ²	m	2,500.00		
406	Modification of Existing signals				
406-1	Modification of Existing phasing	set	5.00		
	Total for Bill No.400				
	(Carried forward to Summary)				

Bill No.600: SPARE PARTS

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ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (USD)	AMOUNT (USD)
601	Supply of Spare Parts				
601-1	Rack controller 24 groups	no.	1.00		
601-2	Rack controller 32 groups	no.	1.00		
601-3	Mainboard / CPU	no.	2.00		
601-4	Power supply board	no.	2.00		
601-5	Power output board	no.	2.00		
601-6	Detection board	no.	2.00		
601-7	Led module diameter 200 (red, yellow, green)	no.	9.00		
601-8	Led module diameter 300 (red, yellow, green)	no.	18.00		
601-9	Led module diameter 300 directional	no.	12.00		
601-10	LED pedestrian signal including acoustic signal	no.	10.00		
601-11	Controller cabinet	no.	2.00		
601-12	Light support pole 3m70	no.	10.00		
601-13	Pedestrian traffic light support pole 2m70	no.	10.00		
601-14	Transponders to be fitted under the BRT Busses	set	8.00		
	Total for Bill No.600 (Carried forward to Summary Bill)				-

CW1 E - GRAND SUMMARY

ITEM	DESCRIPTION	TOTAL USD
BILL No.100	GENERAL PROVISIONS	
BILL No.200	GENERAL STUDIES AND SERVICES	
BILL No.300	SUPPLIES	
BILL No.400	CONSTRUCTION AND INSTALLATION	
BILL No.600	SPARE PART KIT	
TOTAL BILL 100-600		
Contingencies (5%) of total bill 100-600		
TOTAL COST		
VAT 7%		
GRAND TOTAL COST Including VAT (Carried forward to Letter of Bid)		

Bid Security

Bank Guarantee

Bank's name, and address of issuing branch or office¹

Beneficiary: *name and address of the employer*

Date:

Bid Security No.:

We have been informed that *name of the bidder* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *name of contract* under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *name of bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in words* (..... *amount in figures*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.²

..... *Authorized signature(s) and bank's seal (where appropriate)*

Note

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

² Or 758 as applicable.

Technical Proposal

Personnel

Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

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

- Note -

* As listed in Section 6 (Employer's Requirements).

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From	To	Company, Project, Position and Relevant Technical and Management Experience

Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder.

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

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Form ELI – 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e- mail address)	
<p>Attached are copies of the following documents.</p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information	
Bidder's legal name	
Joint Venture Partner's or Specialist Subcontractor's legal name	
Joint Venture Partner's or Specialist Subcontractor's country of constitution	
Joint Venture Partner's or Specialist Subcontractor's year of constitution	
Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution	
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents. <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	

A Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes that cannot be provided by the main Contractor.

Form LIT - 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

- Note -

This form shall only be included if Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous ____ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth =TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
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Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last ____ Years (Construction only)			
Year	Amount Currency	Exchange Rate	\$ Equivalent

Average Annual Construction Turnover

Form FIN – 3: Availability of Financial Resources

Bidder must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Other Financial Resources	
	Total Available Financial Resources	

^a To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Resources Requirement

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

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
Total Monthly Financial Requirements for Current Contract Commitments						\$

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

**Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources
(Criterion 2.3.3 of Section 3)**

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC \geq Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)				
Each Partner:					
_____ (Name of Partner 1)				
_____ (Name of Partner 2)				
_____ (Name of Partner 3)				
All partners combined	$\Sigma D =$ Sum of available financial resources net of current contract commitments for all partners		$\Sigma D =$ _____	

- Note -

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	\$	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		
Participation in at least one contract that has been successfully or substantially completed within the last five (5) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds US\$ 1.3 million. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).		

Form EXP - 2: Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	\$	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities or similar: a) Traffic Signaling works b) Supply of traffic signaling equipment (40 intersections) c) Installation of traffic signaling Equipment (40 Intersections) d) Distributed Transit Signal Priority (TSP) bus priority preemptive system supply and installation (10)		

Section 5 - Eligible Countries

This Section contains the list of eligible countries.

List of ADB Member Countries

68 members (as of 23 March 2019): 49 members from the Asian and Pacific Region, 19 members from Other Regions.
Regional Members

Members	Year of membership
Afghanistan	1966
Armenia	2005
Australia	1966
Azerbaijan	1999
Bangladesh	1973
Bhutan	1982
Brunei Darussalam	2006
Cambodia	1966
China, People's Republic of	1986
Cook Islands	1976
Fiji	1970
Georgia	2007
Hong Kong, China	1969
India	1966
Indonesia	1966
Japan	1966
Kazakhstan	1994
Kiribati	1974
Korea, Republic of	1966
Kyrgyz Republic	1994
Lao People's Democratic Republic	1966
Malaysia	1966
Maldives	1978
Marshall Islands	1990
Micronesia, Federated States of	1990
Mongolia	1991
Myanmar	1973
Nauru	1991
Nepal	1966

Members	Year of membership
New Zealand	1966
Niue	2019
Pakistan	1966
Palau	2003
Papua New Guinea	1971
Philippines	1966
Samoa	1966
Singapore	1966
Solomon Islands	1973
Sri Lanka	1966
Taipei, China	1966
Tajikistan	1998
Thailand	1966
Timor-Leste	2002
Tonga	1972
Turkmenistan	2000
Tuvalu	1993
Uzbekistan	1995
Vanuatu	1981
Viet Nam	1966

Non Regional Members

Members	Year of membership
Austria	1966
Belgium	1966
Canada	1966
Denmark	1966
Finland	1966
France	1970
Germany	1966
Ireland	2006
Italy	1966
Luxembourg	2003
The Netherlands	1966
Norway	1966

Portugal	2002
Spain	1986
Sweden	1966
Switzerland	1967
Turkey	1991
United Kingdom	1966
United States	1966