Standard Bidding Document

for

Procurement of Large Works

Quality and Price Based Selection (QPBS)

**Date: January 1, 2024**

**Foreword**

This Standard Bidding Document (“SBD”) for Procurement of Large Works has been prepared by the Millennium Challenge Corporation (“MCC”) for use by Accountable Entities and other designated Implementing Entities when procuring an admeasurement (unit price or rate) type of works, through Quality and Price Based Selection (“QPBS”) procedures in projects that are financed in whole or in part by MCC. This document is consistent with *MCC Accountable Entity Procurement Policy and Guidelines* (“MCC PPG”) available at <http://www.mcc.gov>.

This Document is primarily intended for projects involving works having a value of USD 10 million or greater but may be used for lower value works procurements with prior MCC approval.

This SBD shall be used for bidding with or without pre-qualification.

Although this SBD is based upon the World Bank’s Standard Bidding Documents,[[1]](#footnote-2) it has been adapted to reflect MCC policies and procedures set out in the MCC PPG and other documents.

For the purpose of finalizing the Bidding Documents, **[boldface text in square brackets]** should be replaced with appropriate language while *[italicized text in square brackets]* are for the attention and information of the Accountable Entity and should be deleted before the document is finalized.

**Summary Description**

**PART 1 – BIDDING PROCEDURES**

**Section I. Instructions to Offerors (ITO)**

This section provides information to help Offerors prepare their Offers and describes the procedures for the submission, opening and evaluation of Offers and the award of Contracts. **The text in this section shall not be modified.**

**Section II. Data Sheet (DS)**

This section sets out the particular requirements for the specific procurement and supplements the information included in Section I. Instructions to Offerors. **The text in this section shall be customized.**

**Section III. Qualification and Evaluation Criteria**

This section describes the criteria and requirements to be used to evaluate the Offers and select the Offeror to perform the contract. **The text in this section shall be customized.**

**Section IV. Submission Forms**

This section provides the forms which are to be completed by the Offerors and submitted as part of their Offers. **The Forms in this section may be customized.**

**PART 2 – EMPLOYER’S REQUIREMENTS**

**Section V. Employer’s Requirements**

This section contains the volumes of information that describe the Works to be constructed and includes Technical Specifications, Bill of Quantities, Drawings and other documents that describe the Works to be procured.

**PART 3 – CONTRACT DOCUMENTS**

**Section VI. General Conditions of Contract (GCC)**

This section contains the General Conditions of Contract to be entered into by the Employer for the construction of the Works. The General Conditions of Contract that shall be used with this SBD are the FIDIC Conditions of Contract for Construction, First Edition, 1999, prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or “FIDIC”) and licensed to MCC. **The text in this section shall not be modified.**

**Section VII. Particular Conditions of Contract (PCC)**

This section contains particular conditions of contract that have been developed by MCC to supplement the GCC. **The text in this section must not be modified except in limited circumstances, and only with the prior approval of MCC. Additional project-specific conditions may be developed by the Employer, with the approval of MCC, to the extent necessary.**

**Section VIII. Contract Forms and Annexes**

This section contains forms and annexes to be sent to the successful Offeror.

**[Insert Specific Procurement Notice]**

**BIDDING DOCUMENT**

**Issued on: [insert date]**

**[Employer]**

**On Behalf of:**

**The Government of [Country]**

**[Accountable Entity]**

**Program**

**Funded by**

**THE UNITED STATES OF AMERICA**

**Through**

**THE MILLENNIUM CHALLENGE CORPORATION**

**for**

**Procurement of**

**[identification of the Works]**

 **[Procurement ref. no.]**

Table of Contents

[PART 1 BIDDING PROCEDURES 3](#_Toc146889121)

[Section I. Instructions to Offerors 4](#_Toc146889122)

[Section II. Data Sheet 5](#_Toc146889123)

[Section III. Qualification and Evaluation Criteria 11](#_Toc146889124)

[Section IV. Submission Forms 29](#_Toc146889125)

[PART 2 EMPLOYER’S REQUIREMENTS 103](#_Toc146889126)

[Section V. Employer’s Requirements 104](#_Toc146889127)

[PART 3 CONTRACT DOCUMENTS 105](#_Toc146889128)

[Section VI. General Conditions of Contract 106](#_Toc146889129)

[Section VII. Particular Conditions of Contract 107](#_Toc146889130)

[Section VIII. Contract Forms and Annexes 108](#_Toc146889131)

PART 1
BIDDING PROCEDURES

Section I. Instructions to Offerors

The Instructions to Offerors are available [here](https://www.mcc.gov/resources/doc/sbd-sub-lwdbsw-qpbs-ito-21dec2023). Offerors must download and review before submitting a bid.

Section II. Data Sheet

|  |
| --- |
| 1. Introduction
 |
| **ITO Definitions** | (a) "Accountable Entity" means **[full legal name of the MCA Entity]**(s) “Employer” means **[legal name of Accountable Entity or Implementing Entity that will sign the Contract, as applicable]**(x) “Government” means the government of **[country].**(bb) "Implementing Entity" means the **[name of Government affiliate]** *[if applicable; otherwise, insert "Not Applicable"]* *[Note: Insert the applicable definition from the list below and change the rest to "Not Applicable"*(j) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government, entered into on **[date],** as may be amended from time to time. (k) “Compact Development Funding Agreement” or “CDF Agreement” means the Compact Development Funding Agreement between MCC and the Government on **[date]**, as may be amended from time to time.(ww) “Threshold Program Grant Agreement” means the Threshold Program Grant Agreement between the United States of America, acting through the Millennium Challenge Corporation, and the Government, entered into on **[date]**, as may be amended from time to time.] |
| **ITO 1.1**  | The method of selection is: **Quality and Price Based Selection (QPBS) procedure set out in the MCC Procurement Policy and Guidelines** |
| **ITO 1.1** | Name of this procurement is: **[insert name]**Identification numberof this procurement is: **[insert number]**The lots comprising this procurement are: **[insert information]** |
| **ITO 1.2** | The Employer will provide the following inputs and facilities:**[Insert List or “None”]***[if there are any specific requirements for local registration of foreign Contractor working in the Country of Accountable Entity, please provide details of such requirements]* |
| **ITO 5.7** | *[If a prequalification process has not taken place, insert* ***"Not Applicable"****]**[If a prequalification process has taken place, insert the following language, as applicable:*Pre-qualified Offerors **[insert shall or shall not]** be allowed to form a JV or association after pre-qualification **[with other pre-qualified Offerors] [and with non-pre-qualified firms]** for the purpose of submitting an Offer.If a pre-qualified Offeror considers that it may enhance its ability to perform the Works by associating with another firm in a Joint Venture or other association, it may associate with either (a) a non- pre-qualified firm, or (b) a pre-qualified firm.A pre-qualified Offeror must first obtain the approval of the Employer if it wishes to enter into a joint venture or other association with a non-pre-qualified firm or a pre-qualified Offeror. In the case of association with a non-pre-qualified firm, the pre-qualified firm shall act as association leader. In the case of a Joint Venture, all partners shall be jointly and severally liable and the pre-qualified Offeror shall act as leader of the Joint Venture.] |
| 1. Bidding Document
 |
| **ITO 8.1** | To request clarification of this Bidding Document only, the Employer’s address is:Attention: Street Address: Floor/Room number: City: Country: Telephone: Electronic mail address: Clarifications may be requested by e-mail not later than **[insert date],** so that responses can be issued to all Offerors not later than **[insert date].** |
| **ITO 8.2** | A Site visit organized by the Employer **[insert shall or shall not]** take place at the following date, time and place:Date: Time: Place:  |
| **ITO 8.4** | A pre-Offer conference **[insert shall or shall not]** take place at the following date, time and place:Date: Time: Place:  |
| **ITO 8.5** | Questions should be submitted to the Employer in writing not later than **[insert number]** days prior to the date of the pre-Offer conference. |
| 1. Preparation of Offers
 |
| **ITO 11.1** | The Offer shall be submitted in [**insert acceptable language].**  |
| **ITO 12.1** | The Offeror shall submit with its Offer the following additional documents:**[insert details]** |
| **ITO 12.2** | The Technical Offer shall comprise the following documents:1. Letter of Technical Offer and Annexes
2. Bid Security (Bank Guarantee)
3. TECH-1: Method Statement
4. TECH-2: Environmental, Social Gender, Health & Safety Staffing Methodology
5. TECH-3: Program
6. TECH-4: Project Management Organization
7. TECH-5: Construction Equipment
8. TECH-6: CVs of Key Personnel
9. ELI-1: Offeror Information Sheet
10. ELI-2: Joint Venture/Association/Subcontractor/Key Suppliers/Other Key Vendors Information Sheet
11. ELI-3: Government-Owned Enterprise Certification Form
12. CON-1: History of Contract Non-Performance and Litigation
13. CON-2: Social Performance Declaration
14. CON-3: Compliance with Sanctions Certification Form
15. FIN-1: Financial Situation
16. FIN-2: Average Annual Construction Turnover
17. FIN-3: Financial Resources
18. FIN-4: Current Contract Commitments/Works in Progress
19. EXP-1: N/A
20. EXP-2: Similar Construction Experience
21. EXP-3: Specific Construction Experience in Key Activities
22. EXP-4: Environmental and Social (E&S) Management Experience
23. EXP-5: Health and Safety (H&S) Management Experience
24. REF-1: References of MCC-Funded Contracts
25. REF-2: References for Contracts Not Funded by MCC

**[list other documents, if applicable]** |
| **ITO 12.3** | The Financial Offer shall comprise the following documents:1. Letter of Financial Offer
2. Appendix to Offer
3. Cash Flow Projection
4. Priced Bill of Quantities

Offerors must also provide the Bill of Quantities in an MS Excel format for the ease of review during the evaluation process; in case of inconsistencies, the PDF/signed version will govern.**[list other documents, if applicable]** |
| **ITO 15.2** | The Offer **[insert shall or shall not]** be all-inclusive for all of the Works on a “single responsibility” basis.Missing items and items against which no price is entered by the Offeror will **not** be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.**[or insert other instructions, as applicable]** |
| **ITO 15.6** | The prices quoted by the Offeror **[insert shall or shall not]** be subject to adjustment. |
| **ITO 16.1** | The currency(ies) of the Offer shall be as follows: **[insert details here].**The currency(ies) of the payment shall be as follows: **[insert details here].** |
| **ITO 18.1** | The Offer validity period shall be **[insert number]** days, until **[insert date].** |
| **ITO 18.3 (a)** | The Offer price may be adjusted by the following factor: **[insert percentage].** |
| **ITO 19.1** | A Bid Security **shall** be required.If an Offeror is bidding on multiple lots **[insert applicable requirement, e.g. "the Offeror shall submit a separate Bid Security for each lot, in the amounts provided in DS ITO Sub-Clause 19.2 below"]**  |
| **ITO 19.2**  | The Bid Security shall be in the amount of US$ **[insert total amount in USD, or amount per Lot as applicable]** or Employer’s local currency equivalent only. The Bid Security shall be in the form of an unconditional bank guarantee or **[insert other form or type of applicable Bid Security]** |
| **ITO 20.3** | The written confirmation of authorization to sign on behalf of the Offeror shall consist of: **[insert details]** |
| 1. Submission and Opening of Offers
 |
| **ITO 21.1 c)** | The File Request Link to submit Offers is: **[insert link]** |
| **ITO 21.1 f)** | Compressed files or folders are discouraged, thus the Employer assumes no responsibility for the partial or complete damage or failure to open or access documents submitted in any archived and/or compressed format (compressed by WinZip - including any application of the zip family-, WinRAR, 7z, 7zX, or any other similar formats). File size should not exceed 10GB per file. |
| **ITO 21.1 g)** | If an Offeror submits a Technical Offer with password protection, the password for the Technical Offer should be sent no earlier than **[insert date one day before the submission deadline date]** and no later than **[insert time 15 minutes earlier than the submission deadline time]** local time on **[insert submission deadline date]** to the following email address: **[insert PA’s email address].** |
| **ITO 21.1 h)** | If an Offeror submits a Financial Offer with password protection, the password for the Financial Offer should be sent when requested, but no earlier than **15 minutes before the financial opening deadline** to the following email address: **[insert PA’s email address].** |
| **ITO 21.1 k)** | The hard copy of the Bid Security shall be submitted by **[insert date and time not more than 2 working days after deadline in 22.1 below]** |
| **ITO 22.1** | **The deadline for Offer submission is:**Date: Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITO 25.1** | **The Offer opening shall take place at:**Street Address: Floor/Room number: City : Country: Date: Time:  |
| **ITO 25.4** | Technical Offers **[insert "will"/"will not"]** be opened publicly.**[or insert procedure, as applicable]** |
| 1. Evaluation of Offers
 |
| **ITO 26.3** | All correspondence must be addressed to the Employer at: **[insertaddress]*.*** |
| **ITO 32.1** | Financial offers shall be opened electronically as follows:*[insert online tool and method, or state “Not applicable”]* |
| **ITO 34.1** | The currency that shall be used for Offer evaluation and comparison is: **[insert details here].**The basis for conversion shall be: **[Specify the source for the exchange rate, such as the Central Bank Selling rate, a published rate that is widely available, etc.]**The date for the exchange rate shall be **[the date that is twenty-eight (28) days prior to the Offer submission]** |
| **ITO 36.2(b)** | The total amount of the Performance Security may be increased to a level not exceeding **[insert a percentage up to 20%]** of the Accepted Contract Amount. |
| 1. Award of Contract
 |
| **ITO 42.1** | The Employer’s Bid Challenge System is provided on the Employer’s website **[insert web address].***[For solicitation documents issued prior to the adoption (in accordance with the MCC PPG) of a Bid Challenge System, insert link to the full text of the Interim Bid Challenge System approved by MCC]* |
| **ITO 43.1** | **Negotiations shall take place at:**Street Address: Floor/Room number: City : Country:  |
| **ITO 46.1** | The award notice will be published on Accountable Entity's website **[insert other places, if applicable, e.g. where the SPN was published]** |

Section III. Qualification and Evaluation Criteria

This Section contains all the criteria that the Employer shall use to review the Technical and Financial Offers, and select the winning Offer. No other factors, methods or criteria shall be used. The Offeror shall provide all the information requested in the forms included in Section IV. Submission Forms. This review shall be based on the information provided by the Offeror in the forms plus the Offeror’s record of past performance, other references and any other sources at the Employer’s discretion to confirm and verify the Offeror’s qualifications and representations in its Offer.

**A. Technical Offer**

*A1. Technical Offer - Administrative Completeness Review*

This review is conducted to determine that the Technical Offer is complete, all required documents are included, and all forms are included and are completed. The Offeror may be requested to submit additional information or documentation within a reasonable period of time and/or to correct nonmaterial nonconformities in the Offer related to Technical Offer documentation requirements. Determinations made during this review include:

* Determine if the Letter of Technical Offer is included and signed as per the requirements of ITO Clause 21 and ITO Clause 22;
* Determine eligibility of Offeror, in accordance with ITO Clause 5 (including a review of the submitted Beneficial Ownership Disclosure Form);
* Determine eligibility of materials, equipment and services, in accordance with ITO Clause 6;
* Determine if the Offer and Bid Security are valid as per the Bidding Document provisions;
* Determine if GOE certification is enclosed and completed;
* Determine if all other forms and documents required under DS ITO Sub-Clause 12.2 are included and completed;
* Determine if the Technical Offer does not include rates, prices or any financial information that should be submitted with the Financial Offer only.

*A2. Legal Status*

Each entity forming the Offeror shall attach to Form ELI-1 a copy of its letter of incorporation, or other such document, indicating its legal status. In the event the Offeror is an association of entities, the Offeror shall include any other document showing that it intends to associate, or it has associated with, the other entity or entities that are jointly submitting an Offer. Each member of the association that forms the Offeror must provide the information required in Forms ELI-1 and 2.

*A3. Financial Criteria*

The Offeror shall provide evidence showing that it has the sufficient financial capacity needed for this Contract, as required in Form FIN-1, with additional financial capacity information provided in Forms FIN-2 to FIN-4. Each member of the association that forms the Offeror should provide the information required in Forms FIN-1 to FIN-4 as provided for in the Qualification Table of this Section III.

*A4. Litigation Criteria*

The Offeror shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Offeror over the last five (5) years, as indicated in Form CON-1. A consistent history of awards against the Offeror or existence of high value dispute, which may threaten the financial standing of the Offeror, may lead to the rejection of the Offer. Each member of the association that forms the Offeror must provide the information required in Form CON-1.

*A5. Determination of Responsiveness*

For the purposes of QPBS procurements, any deviations from mandatory criteria/requirements shall be considered material deviation. All other deviations shall be scored below the minimum technical threshold and in a manner consistent with the evaluation framework established below.

Provided that an Offer is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Offer.

Provided that an Offer is substantially responsive, the Employer may request that the Offeror submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Offer related to documentation requirements.

*A6. Technical Evaluation Criteria*

*[Insert mandatory criteria (if applicable) and scored criteria as per the table below. Insert criteria for each lot, if applicable]*

|  |  |
| --- | --- |
| **Criteria, sub-criteria** | **Points** |
| 1. **Organizational Capability and Experience of the Contractor**
 |  |
| The evidence of organizational capability and relevant experience in the execution of projects of a similar nature, will be scored based on the following forms submitted as part of the Offer:EXP-3: Specific Construction Experience in Key ActivitiesEXP-4: Environmental and Social Management ExperienceEXP-5: Health and Safety Management ExperienceThe Employer reserves the right to contact the Form REF-2 References as well as other sources to check references and past performance. |  |
| 1.1 Organizational capability | *[Insert points]* |
| 1.2 Relevant similar experience in the XXXXX sector | *[Insert points]* |
| 1.3 Regional experience in [insert region] | *[Insert points]* |
| 1.4 XXXXX [any other criteria should be stated here] | *[Insert points]* |
| Total Points for this criterion 1 | *Indicative 10-30 points* *[Insert points]* |
| 1. **Approach, Methodology and Work Plan**
 |  |
| The quality of the Offeror’s proposed approach, methodology and work plan for this project will be scored based on the following Forms submitted as part of the Offer:TECH-1: Method StatementTECH-2: Environmental, Social, Gender, Health & Safety Staffing MethodologyTECH-3: ProgramTECH-5: Project Management OrganizationTECH-5: Construction Equipment |  |
| 2.1 Proposed overall approach and methodology | *[Insert points]* |
| 2.2 Proposed construction work plan | *[Insert points]* |
| 2.3 Proposed project organization and staffing - Extent to which the Technical Offer provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined. | *[Insert points]* |
| 2.4 XXXXX *[any other criteria should be stated here]* | *[Insert points]* |
| Total Points for this criterion 2 | *Indicative 20-50 points* *[Insert points]* |
| 1. **Key Professional Personnel Qualifications**
 |  |
| Team Leader | *[Insert points]* |
| *[Insert position as appropriate]* | *[Insert points]* |
| *[Insert position as appropriate]* | *[Insert points]* |
| *[Insert position as appropriate]* | *[Insert points]* |
| The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: |  |
| Sub-Criteria (a) Education and training, including knowledge of English and *[insert local language].**{Indicative 10-20%}* [Insert %] |  |
| Sub-Criteria (b) Demonstrated successful experience and past performance in accomplishment of similar projects.*{Indicative 60-80%}* [Insert %] |  |
| Sub-Criteria (c) Regional experience in [insert region].*{Indicative 0-15%}* [Insert %] |  |
| Total weight: 100% |  |
| Total Points for this criterion 3 | *Indicative 40-60 points*[Insert points] |
| **Total Points (criterion 1 + 2 +3)** | 100  |
| **The minimum technical score St required to pass is** | *[Insert points]* |

*A7. Technical Evaluation Framework*

*[Insert appropriate framework (Adjectival or Integer). See example below.]*

*Adjectival ratings method:*

*Outstanding (92-100)*

*Excellent (85-91)*

*Very Good (80-84)*

*Good (70-79)*

*Marginal (60-69)*

*Unacceptable (0-59)*

*Integer method:*

*[0 = No evidence presented*

*1 = Significant deviation from the requirements*

*2-3 = Marginal deviation from the requirements*

*4 = Meeting the requirements*

*4.5 = Marginally exceeding the requirements*

*5. = Significantly exceeding the requirements]*

**B. Financial Offer**

*B1. Financial Offer - Administrative Completeness Review*

This review is conducted to determine that the Financial Offer is complete, all required documents are included and all forms are included and are completed. The Offeror may be requested to submit additional information or documentation within a reasonable period of time and/or to correct nonmaterial nonconformities in the Offer related to Financial Offer documentation requirements. Determinations made during this review include:

* Determine if the Letter of Financial Offer is included and signed as per the requirements of ITO Clause 20 and ITO Clause 21; and
* Determine if all forms and documents required under DS ITO Sub-Clause 12.3 are included and completed.

*B2. Review of the Prices in the Financial Offer*

This review is conducted to determine the Evaluated Financial Offer Price of each Offer. The “Evaluated Offer Price” shall be the Offer price adjusted as follows:

* The Evaluated Offer Price excludes Provisional Sums, but includes daywork items, where priced competitively;
* The Evaluated Offer Price does not include the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract;
* The Evaluated Offer Price does not include the estimated effect of the price adjustment to rates due to extensions of the Offer validity period in accordance with ITO Sub-Clause 18.3;
* The Evaluated Offer Price includes adjustment for correction of arithmetical errors, omissions, clarifications, etc., in accordance with ITO Clause 33.

After the above adjustments and corrections are made, the Employer will convert the Evaluated Offer Price to a single currency in accordance with ITO Clause 34.

*Recommended Spare Parts [delete if not applicable]*

The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation. This is because such spare parts would normally be used after long time durations beyond the MCC Compact end date, and could not be financed from the Compact funds. Still the recommended spare parts may be financed directly by the government.

*Work, services, facilities, etc., to be provided by the Employer [delete if not applicable]*

Where Offers include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions called for in the Bidding Document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the Financial Offer price for evaluation.

*B3. Determination of Combined Technical and Financial Scores*

The lowest evaluated Financial Offer (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Offers is calculated as following:

**Sf = 100 x Fm/ F**, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Offer under consideration.

*[or replace with another inversely proportional formula acceptable to MCC]*

The weights given to the Technical (T) and Financial (P) Offers are:

T = [*Insert weight*], and

P = [*Insert weight*]

Offers will be ranked according to their combined technical (St) and financial (Sf) scores according to the formula: **S = St x T% + Sf x P%**

*[For most assignments, the weight of Technical Offer (T) may be up to 30%, but may go as high as 50% for highly complex assignments. Consult with MCC in establishing appropriate weighting, especially if considering a weight beyond these values.]*

*B4. Price Reasonableness Determination*

Price Review also includes a determination of price reasonableness in accordance with the provisions of MCC PPG and ITO Clause 36.

**C. Qualifications Review**

This process will be conducted to determine if the Offeror satisfies the qualification requirements stated in Section III as Qualifications - Documents Establishing the Qualifications of the Offeror. The determination shall be based upon an examination of the documentary evidence of the Offeror’s qualifications submitted by the Offeror as requested in Section IV. Submission Forms, plus the Offeror’s record of past performance and a review of references and any other source at the Employer’s discretion. All qualification requirements shall be considered on a pass/fail basis. An affirmative determination of qualification shall be a prerequisite for award of the Contract to an Offeror.

*Multiple lots (contracts)*. If an Offeror submits successful Offers for multiple lots (contracts), the qualification review will also include an assessment of the Offeror’s capacity to meet the aggregate qualification requirements.

**D. References and Past Performance Review**

The Employer reserves the right to contact the Forms REF-1 and REF-2 References as well as other sources to check references and past performance as per ITO 38.

*[If the Bidding Document is issued for multiple lots, the following text should be added:]*

The Employer will award the contracts to the Offerors offering the highest total of combined technical and financial scores for each lot, subject to positive determination of the (a) Offerors’ qualification to complete the respective number of lots; and (b) reasonableness of the evaluated Offer Prices.

**Qualification Tables**

**Documents Establishing the Qualifications of the Offeror**

The Offeror shall provide the information requested in the corresponding information sheets included in Section IV. Submission Forms, to establish that the Offeror meets the requirements established below.

*[include the following paragraph only if one or more Specific Experience in Key Activities is/are so designated in factor 13 in the Qualification table below]*

Subcontractors’ qualifications shall not be used by the Offeror to qualify for the Works, except for those particular key activities specifically designated by the Employer under factor 13 *Specific Experience in Key Activities* in the Qualification table below – as being able to be met by a specialized subcontractor. If the Offeror proposes a specialized subcontractor to meet a Specific Experience in Key Activities so designated by the Employer, then that subcontractor’s experience may be added to the qualifications of the Offeror for that designated experience requirement.

{Note to Accountable Entity: This table should be modified as necessary. All entries in *italics* below are provided as examples only.}

| 1.
2.

Eligibility |
| --- |
| **Sub-Factor** | Requirement | Offeror | Documentation Required |
| **Single Entity** | Joint Venture or Association |
| **All members combined** | Each Member | **At least one member** |
| 1.
2.
3.
4. 1.

Nationality | Nationality in accordance with ITO 5.3. | Must meet requirement | Existing or intended Joint Venture or other association must meet requirement | Must meet requirement | N/A | Form ELI–1 and ELI-2, with attachments |
| Conflict of Interest | No conflicts of interests as described in ITO 5.7. | Must meet requirement | Existing or intended Joint Venture or other association must meet requirement | Must meet requirement | N/A | Letter of Technical Offer and Letter of Financial Offer |
| Ineligibility | Not having been declared ineligible based on any of the criteria set forth in ITO 5. | Must meet requirement | Existing or intended Joint Venture or other association must meet requirement | Must meet requirement  | N/A | Letter of Technical Offer and Annexes;Letter of Financial Offer |
| Government-Owned Enterprise | Compliance with conditions of ITO 5.5 | Must meet requirement | Existing or intended Joint Venture or other association must meet requirement | Must meet requirement | N/A | Form ELI–3 |

| Historical Contract Non-Performance |
| --- |
| **Sub-Factor** | Requirement | Offeror | **Documentation Required** |
| **Single Entity** | Joint Venture or Association |
| **All members combined** | **Each member** | **At least one member** |
| History of non-performing contracts | Non-performance of a contract (including contracts terminated for cause) did not occur within the last five (5) years prior to the deadline for Offer submission, determined using all information on fully settled proceedings, litigation, arbitrations, actions, claims, investigations or disputes. A fully settled proceeding, litigation, arbitration, action, claim, investigation or dispute is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract, and where all appeal instances available to the Offeror have been exhausted. | Must meet requirement by itself, including as member of past or existing Joint Venture or other association  | N/A | Must meet requirement by itself or as member of past or existing Joint Venture, or other association | N/A | Form CON –1 |
| Failure to Sign a Contract | Failure to sign a contract after receiving a notice of award has not occurred in the past five years. Any deviation should be explained in the enclosed Contract Non-Performance form. | Must meet requirement | N/A | Must meet requirement | N/A | Form CON-1 |
| Pending Litigation | All pending proceedings, litigation, arbitrations, actions, claims, investigations or disputes, in total, shall not represent more than ten percent (10%) of the Offeror’s net worth. | Must meet requirement by itself, including as member of past or existing Joint Venture or other association. | N/A | Must meet requirement by itself or as member of past or existing Joint Venture, or other association. | N/A | Form CON-1 |
| Social Performance  | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any social (which includes compliance with prohibitions against trafficking in persons and sexual harassment, exploitation and abuse) contractual obligations in the past five years. | Must submit the declaration. Any specialized Sub-contractor/s must also submit the declaration. | N/A | Must submit the declaration. Any specialized Sub-contractor/s must also submit the declaration. | N/A | Form CON-2 |

| Financial Situation[[2]](#footnote-3) |
| --- |
| **Sub-Factor** | Requirement | Offeror | **Documentation Required** |
|  | **Single Entity** | Joint Venture or Association |
| **All members combined** | **Each member** | **At least one member** |
| Historical Financial Performance[[3]](#footnote-4) | Submission of audited financial statements, including balance sheets, income statements and cash flow statements, or, if not required by the law of the Offeror’s country, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Offeror’s financial position and its prospective long term profitability. | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN-1 with attachments |
| Annual Average Turnover | Minimum average annual construction turnover of [INSERT VALUE], calculated as total certified payments received for contracts in progress or completed, within the last three (3) years. Values to determine annual construction turnover are to be demonstrated in the audited financial statements (income statements) of the last three (3) years and are to be considered to be indicative. | Must meet requirement | Must meet requirement | *Must meet* *twenty-five percent (25%) of the requirement* | *Must meet* *fifty-five percent (55%) of the requirement* | Form FIN-2 |
| Financial Resources | The Offeror must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:(i) the following cash-flow requirement: [INSERT VALUE], and (ii) the overall cash flow requirements for this Contract and its current commitments. | Must meet requirement | *Must meet requirement* | *Must meet* *twenty-five percent (25%) of the requirement* | *Must meet* *fifty-five percent (55%) of the requirement* | Forms FIN-3 & Form FIN-4 |

| **Experience** |
| --- |
| **Sub-Factor** | Criteria | Documentation Required |
| **Requirement** | Offeror |
| Single Entity | **Joint Venture** |
| **All members combined** | **Each member** | **At least one member** |
| * + - 1. **Similar Experience**
 | Participation as contractor, management contractor, or subcontractor, in at least [insert number\_\_\_\_\_\_\_\_\_ (\_\_\_)] contracts within the last [\_\_\_\_\_\_\_ ( )] years, each with a value of at least [insert number \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_)], that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section V, Employer’s Requirements. | *Must meet requirement* |  *Must meet Requirement* | *Must meet* *Requirement*  |  *N/A* | Form EXP-2 |
| Specific Experience in Key Activities | For the above or other contracts executed during the period stipulated above, a minimum experience in the following key activities: 1……*[The Employer may allow some specific experience to be met by specialized subcontractors, to be listed and clearly marked here; appropriate text should be added in the next columns]* | *Must meet requirement**[Add "****can be a specialized subcontractor"*** *for the appropriate specific experience criteria identified in the second column]* | *Must meet requirement* | *N/A* | *For each enumerated key activity, at least one member must demonstrate experience at a level equal to at least fifty-five percent (55%) of the required number, volume, or production rate specified. [Add "****can be a specialized subcontractor"*** *for the appropriate specific experience criteria identified in the second column]* | Form EXP-3 |
| Environmental and Social Management Experience | Sufficient experience managing environmental and social impacts in similar projects in the last five (5) years prior to the Offer submission deadline. | Must meet requirement | *Must meet requirement* | *N/A* | *Must meet requirement* | EXP-4 |
| Health and Safety Management Experience | Sufficient experience managing health and safety impacts in similar projects in the last five (5) years prior to the Offer submission deadline.  | Must meet requirement | *Must meet requirement* | *N/A* | *Must meet requirement* | EXP-5 |

**Equipment**

The Offeror must demonstrate that it has, at the minimum, access to (own or rent) the key equipment listed hereafter or propose alternative equipment that satisfy the requirements of the contract:

|  |  |  |
| --- | --- | --- |
| No. | Equipment Type and Characteristics | Minimum Number required |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

The Offeror shall provide further details of proposed items of equipment using Form TECH-5 in Section IV. Submission Forms.

Offerors shall provide information in the methodology and work-program section of the Offer forms how this equipment shall be utilized if the Offeror wins more than one lot. The Employer reserves the right to ask for replacement or addition of equipment in case of awarding multiple lots to a single Offeror.

**Key Personnel**

###### The Offeror must demonstrate that it has, at the minimum, the key personnel as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Nr. | Key Personnel | Number | Minimum Qualification | Minimum Experience |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
|  |  |  |  |  |

For Key Personnel, Offerors should include a copy of the Curriculum Vitae of each key personnel, signed by the employee concerned, filling for these purposes Form TECH-6.

The Employer retains the right to request and check references for each key personnel listed.

Section IV. Submission Forms

[A. Technical Offer Forms 31](#_Toc146889134)

[1. Letter of Technical Offer 32](#_Toc146889135)

[2. Form of Bid Security (Bank Guarantee) 38](#_Toc146889136)

[3. Form TECH-1: Method Statement 39](#_Toc146889137)

[4. Form TECH-2: Environmental, Social, Gender, Health & Safety Methodology 41](#_Toc146889138)

[5. Form TECH-3: Program 43](#_Toc146889139)

[6. Form TECH-4: Project Management Organization 44](#_Toc146889140)

[7. Form TECH-5: Construction Equipment 46](#_Toc146889141)

[8. Form TECH-6: CVs of Key Personnel 47](#_Toc146889142)

[9. Form ELI-1: Offeror Information Sheet 48](#_Toc146889143)

[10. Form ELI-2: Joint Venture/Association/Subcontractor/Key Suppliers/Other Key Vendors Information Sheet 49](#_Toc146889144)

[11. Form ELI-3: Government-Owned Enterprise Certification Form 50](#_Toc146889145)

[12. Form CON-1: History of Contract Non-Performance and Litigation 54](#_Toc146889146)

[13. Form CON-2: Social Performance Declaration 56](#_Toc146889147)

[14. Form CON-3: Compliance with Sanctions Certification Form 58](#_Toc146889148)

[15. Form FIN-1: Financial Situation 66](#_Toc146889149)

[16. Form FIN-2: Average Annual Construction Turnover 67](#_Toc146889150)

[17. Form FIN-3: Financial Resources 68](#_Toc146889151)

[18. Form FIN-4: Current Contract Commitments / Works in Progress 69](#_Toc146889152)

[19. Form EXP-1: *Not used* 70](#_Toc146889153)

[20. Form EXP-2: Similar Construction Experience 71](#_Toc146889154)

[21. Form EXP-3: Specific Construction Experience in Key Activities 72](#_Toc146889155)

[22. Form EXP-4: Environmental and Social (E&S) Management Experience 74](#_Toc146889156)

[23. Form EXP-5: Health and Safety (H&S) Management Experience 75](#_Toc146889157)

[24. Form REF-1: References of MCC-Funded Contracts 76](#_Toc146889158)

[25. Form REF-2: References for Contracts Not Funded by MCC 77](#_Toc146889159)

[B. Financial Offer Forms 78](#_Toc146889160)

[1. Letter of Financial Offer 79](#_Toc146889161)

[2. Appendix to Offer 82](#_Toc146889162)

[3. Cash Flow Projection 89](#_Toc146889163)

[4. Bill of Quantities 90](#_Toc146889164)

A. Technical Offer Forms

1. Letter of Technical Offer

Procurement Ref. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Location, Date]

To: **[insert full legal name of the Employer]**

Address:

Email:

Dear Sirs,

**Re: [insert title of Offer]
Bidding Document Ref: [insert reference as shown on cover page]**

1. We, the undersigned, offer to provide the Technical Offer for the above-mentioned procurement in accordance with your Bidding Document **[insert title]** dated **[insert date].**
2. We are hereby submitting our Technical Offer as a separate document. Our Financial Offer is also submitted as a separate document.
3. We hereby declare that all the information and statements made in this Technical Offer are true and accept that any misinterpretation contained in it may lead to our disqualification.
4. If contract award is during the initial period of validity of the Technical Offer, we undertake to the contract on the basis of the nominated Key Personnel.
5. We comply with the requirements of ITO Clause 5 of the Bidding Document, as applicable.
6. Any subcontractors and suppliers do or will comply with the requirements of ITO Clause 5 of the Bidding Document, as applicable.
7. We are not participating, as an Offeror or as a subcontractor, in more than one Offer in this bidding process in accordance with ITO Sub-Clause 5.8 (d).
8. We have taken steps to ensure that no person acting for us or on our behalf has engaged in any corruption or fraud described in ITO Clause 3.
9. We have not required our employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of the Contract to a designated investigative or law enforcement representative of MCC (for example, the Agency Office of the Inspector General).
10. We have notified and will immediately notify, as applicable, current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
11. We shall include the substance of this provision, including this paragraph, in subawards and contracts under such awards.
12. We agree and acknowledge that if MCC (or its designated investigative or law enforcement representative) determines that we are not in compliance with this requirement, MCC (or its designated investigative or law enforcement representative) may seek remedies under this Contract, including disallowing otherwise allowable costs.
13. We have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
14. We are not engaged in, facilitating, or allowing any of the prohibited activities described in the MCC Counter-Trafficking in Persons Policy and will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in the MCC Counter-Trafficking in Persons Policy will not be tolerated on the part of our employees, or any subcontractor or supplier, or their respective employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.
15. We understand and accept without condition that, any challenge or protest to the process or results of this procurement may be brought only through the Employer’s Bid Challenge System (BCS).
16. Our Offer shall be valid for a period of **[insert number]** days from the date fixed for the Offer submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
17. We understand you are not bound to accept any Technical Offer that you may receive.
18. We acknowledge that our digital/digitized signature is valid and legally binding.

Yours sincerely,

|  |  |
| --- | --- |
| **[Authorized signatory]** |  |
| **[Name and title of signatory]** |  |
| **[Name of Offeror]** |  |
| **[Address of Offeror]** |  |

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Technical Offer on behalf of the Offeror;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture Agreements (if applicable, but without showing any Financial Offer information).
4. Beneficial Ownership Disclosure Form
5. **[Other Documents Required in DS]**

Beneficial Ownership Disclosure Form (BODF)

*INSTRUCTIONS TO OFFERORS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by each Offeror. In case of joint venture, the Offeror must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of an Offeror is any natural person who ultimately owns or controls the Offeror by meeting one or more of the following conditions:*

* *directly or indirectly holding 10% or more of the shares*
* *directly or indirectly holding 10% or more of the voting rights*
* *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Offeror*

*An individual directly holds 10 percent or more of the shares of an Offeror if the shares are registered in his or her name or, in the case of bearer shares, if the shares are in his or her possession. An individual owns 10 percent or more of the shares of an Offeror indirectly if the shares are held through a trust or through another corporation. Therefore each Offeror must know the identities of the natural persons who directly or indirectly hold the shares of any corporate entity or trust that owns part or all of the Offeror, and disclose the identity of any natural person who cumulatively directly or indirectly holds 10 percent or more of the shares of the Offeror. The same rules apply in determining whether an individual has 10 percent or more of the voting rights of the Offeror or the right to appoint a majority of the board of directors or equivalent governing body.*

*An example of indirectly holding 10 percent of an Offeror’s shares: Mr. and Mrs. X each hold 50 percent of Company A. Company A in turn owns 20 percent of the Offeror. Mr. and Mrs. X each beneficially own 10 percent of the Offeror, and the names of each must be reported on the form.*

**Procurement reference No.:** [*insert procurement reference number*]

To: **[*insert complete name of Accountable Entity*]**

In response to your above-referenced procurement: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 10% or more of the shares(Yes / No) | Directly or indirectly holding 10 % or more of the Voting Rights(Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Offeror(Yes / No) |
| *[include full name (last, middle, first), citizenship(s), current home and business address, email address]* |  |  |  |

***OR***

*(ii) we declare that there is no individual meeting one or more of the following conditions:*

* + directly or indirectly holding 10% or more of the shares
	+ directly or indirectly holding 10% or more of the voting rights
	+ directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Offeror

OR

1. *we declare that we are unable to identify any individual meeting one or more of the following conditions. [If this option is selected, the Offeror shall provide explanation on why it is unable to identify any Beneficial Owner]*
	* directly or indirectly holding 10% or more of the shares
	* directly or indirectly holding 10% or more of the voting rights
	* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Offeror

OR

(iv) we declare that we are a publicly held company listed on the New York, American, NASDAQ, London, Tokyo, or Euronext Stock Exchanges, with the following ticker symbol: [Insert ticket symbol].

**In addition, we attach a graphic depicting the corporate ownership structure, including ownership percentages, if any entities or legal arrangements – such as companies, trusts, foundations, etc. – exist between the Offeror and the Beneficial Owners in the corporate ownership structure.**

**We acknowledge and agree that, should we be informed through a Notification of Intent to Award that we are selected as the successful Offeror for this procurement, we will, within three business days of receipt of the Notification of Intent to Award, email to the Procurement Agent encrypted Microsoft Office or Adobe Acrobat files containing for each of the above-named Beneficial Owners (if there are any) a copy of an identification document (ID) which includes a photograph, with passwords to the files sent in separate email messages for security. Acceptable forms of ID are passports, national IDs, and official drivers’ licenses. These documents will remain encrypted when transferred to the Accountable Entity or MCC for review, and will be kept encrypted and in a secure location by the Procurement Agent, the Accountable Entity, and MCC.**

We acknowledge that the Accountable Entity may use this information to review if any Beneficial Owners are sanctioned by the United States Government or by the International Financial Institutions[[4]](#footnote-5), and to review if any Beneficial Owners present a conflict of interest as described in MCC’s Procurement Policy and Guidelines. We acknowledge that failure to provide this form, or providing false information on this form, can be grounds for disqualifying a proposal during the procurement process or for terminating a contract that is awarded as a result of this procurement. We also acknowledge that we will be required to provide the Accountable Entity with a new BODF upon any changes regarding beneficial ownership during the life of any contract awarded as a result of this procurement. We acknowledge that the Accountable Entity will reserve the right to request an updated BODF, or documentation to provide proof of beneficial ownership, at any time during the life of the contract. We also acknowledge that the Accountable Entity will reserve the right to terminate the any contract awarded as a result of this procurement if the Accountable Entity decides that a Beneficial Owner is unacceptable due to sanctions or an unmitigable conflict of interest.

Data Privacy Protection Waiver: The information and documents provided will be used by the Accountable Entity, the Procurement Agent for the Accountable Entity, and MCC for the reasons described above. The information and documents may be shared with the Office of Inspector General (OIG) for the U.S. Agency for International Development (USAID), which serves as the OIG for MCC, or with other law enforcement agencies if requested through appropriate protocols. The Offeror consents to the collection, storage, access, use, processing, and transfer of this data by and among these entities, and voluntarily waives any provision of any local, national, or supranational law, such as, without limitation, the European Union’s General Data Protection Regulation (GDPR) and national laws enacted in response thereto, or laws of similar effect in other jurisdictions, which would prohibit or otherwise regulate such access, processing, and transfer.

**Name of the Offeror**: \*[*insert complete name of the Offeror*]

**Name of the person duly authorized to sign the Offer on behalf of the Offeror**: \*\*[*insert complete name of person duly authorized to sign the Offer*]

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

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

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

\* In the case of the Offer submitted by a Joint Venture specify the name of the Joint Venture as Offeror. In the event that the Offeror is a joint venture, each reference to “Offeror” in the Beneficial Ownership Disclosure Form shall be read to refer to the joint venture member.

\*\* Person signing the Offer shall have the power of attorney given by the Offeror. The power of attorney shall be attached.

1. Form of Bid Security (Bank Guarantee)

**Bank: [Bank’s Name, and Address of Issuing Branch or Office]**

**Beneficiary: [Name and Address of Employer]**

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

**OFFER GUARANTEE No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

We have been informed that **[insert name of the Offeror]** (hereinafter called "the Offeror") has submitted to you its Offer dated (hereinafter called "the Offer") for the execution of **[insert name of contract]** under Bidding Document No. **[Insert number].**

Furthermore, we understand that, according to your conditions, Offers must be supported by an Offer guarantee.

At the request of the Offeror, we **[insert name of Bank]**hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[insert amount in figures] ([insert amount in words])** upon receipt by us of your first demand in writing, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee will expire: (a) if the Offeror is the successful Offeror, upon our receipt of copies of the Contract signed by the Offeror and the Performance Security issued to you upon the instruction of the Offeror; or (b) if the Offeror is not the successful Offeror, upon the earlier of (i) our receipt of a copy of your notification that the successful Offeror has signed the Contract and furnished the required Performance Security; or (ii) twenty-eight (28) days after the expiration of the Offer validity period.

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

**[*Issuing Bank to delete whichever is not applicable*].** We confirm that [we are a financial institution legally authorized to provide this guarantee in the Beneficiary’s country] **[OR]** [we are a financial institution located outside the Beneficiary’s country but have a correspondent financial institution located in the Beneficiary’s country that will ensure the enforceability of this guarantee]. The name of our correspondent bank and contact information is as follows: **[provide name, address, phone number, and email address].**

This guarantee is subject to the Uniform Rules for Demand Guarantees, 2010 Revision, ICC Publication No. 758, except as may otherwise be stated above.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature(s)]**

1. Form TECH-1: Method Statement[[5]](#footnote-6)

The adequacy of the Offeror’s Technical Offer to meet the Employer’s Requirements and Time for Completion is important to determine if the Offer is substantially responsive as defined at Section III. Qualification and Evaluation Criteria.

The Technical Offer shall, therefore, include a Method Statement for execution of the Works, which shall demonstrate the adequacy of the Offer to meet the Employer’s Requirements and for achieving the Employer’s objective with regards to performance under the Employer’s Requirements and to complete the whole of the Works in accordance with the stated requirements in the Conditions of Contract. In this context, it is necessary for Offerors to demonstrate a complete understanding of the scope, nature and resource needs for execution of the Works and the necessary sequencing of the different elements and associated activities comprising the Works to be executed, all within the Time for Completion stated in the Appendix to Offer, as calculated from the Commencement Date (Sub-Clause 8.1).

The Method Statement shall, therefore, include, but shall not necessarily be limited to, the following:

1. Description of the Offeror’s proposed programming and sequencing of all main activities, identifying those for which timing may be critical within the Time for Completion.
2. Description of the measures included in the Offer which will be implemented to achieve the quality of execution required under the Contract.
3. Statement demonstrating Offeror’s appreciation and recognition of current conditions within the limits of Site and any arrangements needed and included in the Offer to minimize disruption during the execution of the Works.
4. Description of the risks to safety within the limits of Site and surrounding areas created by the execution of the Works and the measures included in the Offer to mitigate risk to all personnel involved with the Works and including the general public.
5. Description of the approach which the Offeror intends to adopt and has included in the Offer to acquire and develop a Site for the Contractor’s and Engineer’s facilities, given the nature of the surrounding areas.
6. Description of arrangements which the Offeror proposes and has included in the Offer to address the activities undertaken by others (if any) on behalf of the Employer adjacent to and within the limits of Site as described in the Contract, including the contractors appointed by the Employer for purpose of **[insert as may be relevant]** and, therefore, the need to program the execution of the Works accordingly within the Time for Completion and within the Accepted Contract Amount.
7. Description of arrangements which the Offeror proposes to adopt to address the need for phased relocation of peoples and properties located within the limits of Site and phased right of access to, and possession of the Site as described in the Contract and, therefore, the need to program the execution of the Works accordingly within the Time for Completion. **[Use if relevant]**
8. Description of arrangements which the Offeror proposes to adopt and has included in the Offer to ensure compliance with the environmental, social, gender, health and safety requirements called for in the Employer’s Requirements.
9. Description of arrangements which the Offeror proposes to adopt and has included in the Offer to ensure compliance with the gender requirements called for in the Employer’s Requirements, including Trafficking in Persons (“TIP”) prohibitions. It is understood that this type of expertise and experience may be outside of the normal experience of some Offerors, and thus call special attention to the importance of an adequately inter-disciplinary offer and staffing plan.
10. Description of arrangements which the Offeror proposes and has included in the Offer to address the geotechnical and hydrological nature of the existing ground and methods for undertaking excavation, filling and any necessary dewatering requirements included in the Offer. **[Use if relevant]**
11. Description of arrangements which the Offeror proposes to adopt and has included in the Offer for testing and testing upon completion, as may be called for in the Employer’s Requirements.
12. Description of arrangements which the Offeror proposes to adopt and has included in the Offer for handover, including completion of as-built drawings, and any additional matters.
13. Form TECH-2: Environmental, Social, Gender, Health & Safety Methodology[[6]](#footnote-7)

Offerors must provide the information below to show that they have in place sufficient environmental, social, gender, health and safety staffing and methodology to be able to perform the Contractor’s responsibilities under the Contract in accordance with *MCC Environmental Guidelines*, *MCC Counter-Trafficking in Persons Policy*, *MCC Guidance Note to MCAs on Sexual Harassment*, the *MCC Gender Policy*, the Employer’s Social and Gender Integration Plan, the Employer’s country’s environmental laws and regulations, and in a safe and to an acceptable standard of quality, and with that degree of efficiency and knowledge that is possessed by those of ordinary skill, competency, and standing in the relevant trade or business.

Note: MCC has adopted the International Finance Corporation’s Performance Standards on Environmental and Social Sustainability (“IFC Performance Standards”) as part of its approach to risk management promoting sound environmental and social performance, and improving implementation of the MCC Environmental Guidelines. The successful Offeror must ensure that its activities under the Contract comply with the IFC Performance Standards.

Note: The successful Offeror will be required to carry out the Works in accordance with the site- specific Contractor’s Environmental and Social Management Plan (“CESMP”) and the site-specific Health and Safety Management Plan (“HSMP”), to be prepared by it following Contract award, and approved by the Engineer. The site-specific CESMP and HSMP shall be prepared based on the contents of Section V, Employer’s Requirements and the Employer’s Environmental & Social Management Plan. This include requirements on the following: community engagement, gender equality and social inclusion, the Employer’s Social and Gender Integration Plan, TIP requirements of MCC, and the Employer’s country’s laws and regulations.

The Offeror shall demonstrate in a narrative section of their Technical Offer that it possesses an appropriate level of environmental, social, health, safety, and gender management expertise and can successfully monitor and manage the environment, social, health, safety and gender risks and requirements associated with the implementation of the proposed Works (including any goods, works, or services provided by subcontractors to the Offeror), as follows:

1. Describe proposed environmental, social, health, safety, and gender staffing, roles and responsibilities, and management structure.
2. Describe the proposed approach to systematically managing environmental, social, health, safety, and gender risks, requirements and impacts during implementation of this project, including a description of the mitigation measures that will be used and international environmental, social, health, safety, and gender standards that may be applicable. Note appropriate mechanisms for monitoring performance, reporting, grievance redress, and taking corrective actions as appropriate. The approach should also apply to the works of any Subcontractors. Provide enough detail to demonstrate an understanding of the critical environmental, social, health, safety, and gender issues related to the project.
3. Describe the proposed approach to recruit and retain women and people from disadvantaged groups among workers and decision-makers.
4. Form TECH-3: Program[[7]](#footnote-8)

The adequacy of the Offeror’s Technical Offer to meet the Employer’s Requirements and Time for Completion is important to determine if the Offer is substantially responsive as defined at Section III. Qualification and Evaluation Criteria.

The Offerors shall, therefore, include as part of the Technical Offer a Program which shall form the basis of the Contractor’s detailed time program to be submitted under Sub-Clause 8.3 *[Programme]* of the Conditions of Contract and which includes a schedule of key activities for execution of the Works, including estimated start and finish dates for individual activities, identifying those activities for which timing may be critical within the Time for Completion. The Offerors shall also provide, in case of the critical and other main activities, calculations of required outputs and anticipated levels of resources in terms of equipment and material production necessary to complete within the Time(s) for Completion stated in the Appendix to Offer.

The Program shall, therefore, include, but shall not necessarily be limited to the following:

1. Details of the proposed schedule for preparation of the work program, site-specific Contractor’s Environmental and Social Management Plan, site-specific Health and Safety Management Plan, Quality Assurance Plan.
2. Details of the proposed schedule to complete mobilization in preparation for carrying out the Works.
3. Details of the proposed designs, including design reviews and approval by the Engineer.
4. Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path. This proposed timeline should also include any resettlement planning and implementation activities being carried out by others.
5. Summary of the expected resource requirements (personnel, equipment and materials) to complete the Works based on the information currently available within the Time for Completion. Provide an outline summary of expected staffing for the execution of the Works by key trades. Describe how appropriate staffing will be identified, engaged, and managed to complete the Works within the estimated Time for Completion. Provide a general description of major equipment which will be required and how it will be provided to site.
6. Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
7. Form TECH-4: Project Management Organization[[8]](#footnote-9)

[The Offeror shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key personnel listed in Part 2 - Employer’s Requirements. At a minimum, CVs must be provided for the Key Personnel for the following positions, using the forms provided for that purpose:]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Position | Name | Total Work Experience (years) | Experience In Similar Works (years) |
| 1 | Project Manager |  |  |  |
| 2 | Designer |  |  |  |
| 3 | Environmental and Social Manager |  |  |  |
| 4 | Health and Safety Manager |  |  |  |
| 5 | Gender Specialist, as appropriate based on the technical specifications |  |  |  |
|  | *[insert others as appropriate]* |  |  |  |

In addition, the Offeror shall provide information on:

1. Organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders.
2. Plans for subcontracting any parts of the Works and the services to be carried out by specialized Subcontractors, specialized Suppliers or other key Vendors part of the supply chain for the Offeror.
3. Completed Subcontractor Information Sheets for all such identified specialized Subcontractors, specialized Suppliers or other key Vendors part of the supply chain for the Offeror.
4. Quality management system, describing the basis and operation of the proposed quality management system, including testing, management reviews, procedural audits, checking, procedures for monitoring, reporting and dealing with nonconformities, corrective actions, and feedback.

Please note that, during Contract negotiations, the Employer will not consider substitution of any Key Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Key Personnel. Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Contractor, including but not limited to death or medical incapacity, and or if so requested by the Employer as a result of the technical evaluation process. In such a case, the Offeror shall offer a substitute Key Personnel within the period of time specified by the Employer who shall have equivalent or better qualifications and experience than the original candidate.

1. Form TECH-5: Construction Equipment[[9]](#footnote-10)

[The Offeror shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Part 2 - Employer's Requirements. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Offeror.]

|  |
| --- |
| Item of proposed 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 o Owned o Rented o Leased o Specially manufactured |

Omit the following information for equipment owned by the Offeror.

|  |  |
| --- | --- |
| 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 |
|  |  |
|  |  |

1. Form TECH-6: CVs of Key Personnel[[10]](#footnote-11)

|  |
| --- |
| Name of Offeror |

|  |
| --- |
| 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 over the last 15 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| From | To | Company / Project / Position / Relevant technical and management experience |
| --- | --- | --- |
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##

1. Form ELI-1: Offeror Information Sheet

[Each Offeror and member of a Joint Venture must fill in this form.]

|  |  |
| --- | --- |
| **Offeror’s legal name**  |  |
| **In case of joint venture or other association, legal name of each partner** |  |
| **Offeror’s country of constitution** |  |
| **Offeror’s year of constitution** |  |
| **Offeror’s legal address in country of constitution** |  |
| **Offeror’s authorized representative**(name, address, telephone numbers, fax numbers, e-mail address) |  |
| **Attached are copies of the following original documents.*** 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.
* 2. Authorization to represent the firm or joint venture named above, in accordance with ITO Sub-Clauses 21.3 and 21.4.
* 3. In case of joint venture or other association, letter of intent to form joint venture or other association or joint venture/association agreement, in accordance with ITO Sub-Clause 12.4.
* 4. Government-Owned Enterprise Certification Form [ELI-3]
 |

1. Form ELI-2: Joint Venture/Association/Subcontractor/Key Suppliers/Other Key Vendors Information Sheet

[Each member of a Joint Venture/Association making up an Offeror and each known subcontractor, key suppliers or key supplier part of the Offeror’s supply chain must fill in this form.]

|  |
| --- |
| **Joint Venture/Association/Subcontractor/Key Suppliers/Other Key Vendors Information** |
| **Offeror’s legal name** |  |
| **Joint Venture Partner’s or Subcontractor’s legal name** |  |
| **Joint Venture Partner’s or Subcontractor’s/Supplier’s/Vendor’s country of constitution** |  |
| **Joint Venture Partner’s or Subcontractor’s/Supplier’s/Vendor’s year of constitution** |  |
| **Joint Venture Partner’s or Subcontractor’s/Supplier’s/Vendor’s legal address in country of constitution** |  |
| **Joint Venture Partner’s or Subcontractor’s/Supplier’s/Vendor’s authorized representative information**(name, address, telephone numbers, fax numbers, e-mail address) |  |
| Attached are copies of the following original documents. * 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITO Clause 5.
* 2. Authorization to represent the firm named above, in accordance with ITO Sub-Clauses 21.3 and 21.4.
* 3. Government-Owned Enterprise Certification Form [ELI-2].
 |

1. Form ELI-3: Government-Owned Enterprise Certification Form

Government-Owned Enterprises (“GOEs”) are not eligible to compete for MCC-funded contracts for goods or works. Accordingly, GOEs (i) may not be party to any MCC-funded contract for goods or works procured through an open solicitation process, limited Bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified for any MCC-funded contract for goods or works anticipated to be procured through these means.

This prohibition does not apply to Government-owned Force Account units or Government-owned educational institutions and research centers, or any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with the *MCC Procurement Policy and Guidelines*. The full policy is available for your review on the Compact Procurement Guidelines page at the MCC Website ([www.mcc.gov/ppg](http://www.mcc.gov/ppg)). As part of the eligibility verification for this procurement, **please fill in the form below to indicate the status of your entity**. The Certification Form shall be furnished with the Offer REGARDLESS OF THE STATUS OF YOUR ENTITY.

For purposes of this form, the term “Government” means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or subnational).

****

**CERTIFICATION**

**Full Legal Name of Offeror:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Legal Name of Offeror in Language and Script of Country of Formation** (if different from above):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address of Principal Place of Business or Chief Executive Office of Offeror:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Full Name of Three (3) Highest Ranking Officials of Offeror** (for any Offeror that is an entity):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Legal Name(s) of Parent Entity or Entities of Offeror** (if applicable; if Offeror has no parent, please so state):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Legal Name(s) of Parent Entity or Entities of Offeror in Language and Script of Country of Formation** (if applicable and if different from above):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address(es) of Principal Place of Business or Chief Executive Office of Parent Entity or Entities of Offeror** (if applicable):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1) Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)? Yes  No 

2) If your answer to question 1 was yes, are you a Government-owned:

1. Force Account unit Yes  No 
2. Educational institution Yes  No 
3. Research center Yes  No 
4. Statistical entity Yes  No 
5. Mapping entity Yes  No 
6. Other technical entities not formed primarily for a commercial or business purpose Yes  No 

3) Regardless of how you answered question 1, please answer the following:

1. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government?

Yes  No 

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or services or otherwise influence your business decisions? Yes  No 

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Does a Government have the ability to direct or decide any of the following with respect to you:
2. any reorganization, merger, or dissolution of you or the formation or acquisition of any subsidiary or other affiliate by you? Yes  No 
3. any sale, lease, mortgage, pledge, or other transfer of any of your principal assets, whether tangible or intangible and whether or not in the ordinary course of business? Yes  No 
4. the closing, relocation, or substantial alteration of the production, operational, or other material activities of your business? Yes  No 
5. your execution, termination, or non-fulfillment of material contracts?

Yes  No 

1. the appointment or dismissal of your managers, directors, officers or senior personnel or otherwise participate in the management or control of your business? Yes  No 

4) Have you ever been Government-owned or controlled? Yes  No 

5) If your answer to question 4 was yes, please answer the following questions:

1. How long were you Government-owned? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. When were you privatized? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government?

Yes  No 

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Even though not majority or controlling, does a Government continue to hold any ownership interest or decision making authority in you or your affairs?

Yes  No 

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Do you send any funds to a Government other than taxes and fees in the ordinary course of your business in percentages and amounts equivalent to other non-Government-owned enterprises in your country that are engaged in the same sector or industry? Yes  No 

If yes, describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participants are advised that:

1. Prior to announcing the winning Offeror for this procurement, the Employer will verify the eligibility of such Offeror(s) with MCC. MCC will maintain a database (internally, through subscription services, or both) of known GOEs and each winning or pre-qualified Offeror subject to this provision will be compared against the database and subject to such further due diligence as MCC may determine necessary under the circumstances.
2. Any misrepresentation by any entity submitting an Offer for this procurement may be deemed to be “fraud” for purposes of the *MCC Procurement Policy and Guidelines* and any other applicable MCC policy or guidance, including *MCC Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*.
3. Any entity that is determined by MCC to have organized itself, subcontracted any part of its MCC-funded contract, or otherwise associated itself with any other entity for the purpose of, or with the actual or potential effect of, avoiding or otherwise subverting the provisions of the *MCC Procurement Policy and Guidelines* may be deemed to be a GOE for all purposes of those Guidelines.
4. Any credible accusation that any entity submitting an Offer for this procurement is a GOE ineligible to submit an Offer in accordance with the *MCC Procurement Policy and Guidelines* will be subject to review in a bid challenge in accordance with those Guidelines and the Accountable Entity’s Bid Challenge System.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed to be “fraud” for purposes of the *MCC Procurement Policy and Guidelines* and other applicable MCC policy or guidance, including *MCC Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*.

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Form CON-1: History of Contract Non-Performance and Litigation

[The following table shall be filled in for the Offeror and for each member of a joint venture or other association that is a party to the Offeror.]

Offeror’s Legal Name: **[insert full name]**

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

Offeror’s Party’s Legal Name: **[insert full name]**

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

|  |
| --- |
| **Non-Performing Contracts in accordance with Section III. Qualification and Evaluation Criteria** |
| * Contract non-performance did not occur during the five years prior to the deadline for Offer submission in accordance with **Section III. Qualification and Evaluation Criteria**.

**OR*** Contract(s) not performed during the five years prior to the deadline for Offer submission in accordance with **Section III. Qualification and Evaluation Criteria**.
 |
| **Year** | **Non performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, US$ equivalent)** |
| **[insert year]** | **[insert amount and percentage]** | Contract identification: **[indicate complete contract name, number, and any other identification]**Name of institution: **[insert full name]**Address of institution: **[insert street/city/country]**Reason(s) for non-performance: **[indicate main reason(s)]** | **[insert amount]** |

|  |
| --- |
| **Failure to Sign a Contract, in accordance with Section III. Qualification and Evaluation Criteria** |
| * No failure to sign a contract in accordance with **Section III. Qualification and Evaluation Criteria**

OR* Failure to sign a contract in accordance with **Section III. Qualification and Evaluation Criteria**
 |
| Failure to Sign ContractIn the event of failure to sign a contract, clarify/explain your situation according to Sub-Factor 2.2.2 of Section III. Qualification and Evaluation Criteria |

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Claim as Percentage of Total Assets** | **Contract Identification** | **Total Contract Amount (current value, US$ equivalent)** |
| **[insert year]** | **[insert percentage]** | Contract identification: **[indicate complete contract name, number, and any other identification]**Name of institution: **[insert full name]**Address of institution: **[insert street/city/country]**Matter in dispute: **[indicate main issues in dispute]** | **[insert amount]** |

|  |
| --- |
| **Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Employer could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Offeror in a manner that may adversely affect the Offeror’s ability to satisfy any of its obligations under the Contract** **in accordance with Section III. Qualification and Evaluation Criteria** (each member of a Joint Venture/association making up an Offeror must complete this table) |
| The Offeror, or a related company or entity, is currently, or within the past five (5) years has been, involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute the process or outcome of which the Employer could reasonably interpret may impact or have the potential to impact the financial condition of the Offeror in a manner that may adversely affect the Offeror’s ability to satisfy any of its obligations under the Contract: |
| ¨ No  **OR** ¨ Yes**If Yes, Describe:** |
| **Year:** | **Matter in Dispute:** | **Value of Award (Actual or Potential) Against Offeror in US$ Equivalent:** |  |  |

1. Form CON-2: Social Performance Declaration

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

Legal Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert* *full name]*

|  |
| --- |
| **Social Performance Declaration** **in accordance with Section III, Qualification Criteria, and Requirements** |
| 🞎 **No suspension or termination of contract**: During five years prior to the deadline for Offer submission, an employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Social performance (which includes compliance with prohibitions against trafficking in persons and sexual harassment, exploitation and abuse). OR🞎 **Declaration of suspension or termination of contract**: During five years prior to the deadline for Offer submission the following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Social performance. Details are described below: |
| **Year** | **Terminated contract or Suspended portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for suspension or termination: *[indicate main reason(s) e.g. sexual exploitation breaches]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | *…* |
| **Performance Security called by an employer(s) for reasons related to ES performance** |
| **Year** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for calling of performance security: *[indicate main reason(s) e.g.*  | *[insert amount]* |

1. Form CON-3: Compliance with Sanctions Certification Form

In satisfaction of Clause G of the Additional Provisions at Annex A of the Contract, this form is to be completed by the Offeror upon submission of the Offer and, if selected, by the Contractor initially, within 28 days of receipt of Letter of Acceptance and Contract Agreement, and subsequently thereafter on the last business day prior to the last day of each quarter (March 31, June 30, September 30, December 31) after the signature of an MCC-Funded Contract[[11]](#footnote-12), for the duration of the Contract.

The form is to be submitted to the Accountable Entity's Procurement Agent at the time of Offer submission, and to the Fiscal Agent thereafter [*email addresses for Procurement and Fiscal Agents to be inserted here*] with a copy to MCC at sanctionscompliance@mcc.gov.

For the avoidance of doubt, reporting the provision of material support or resources (as defined below) to an individual or entity on the enumerated lists will not necessarily result in the disqualification of an Offeror or cancellation of the Contract. However, **failure** to report such provision, or any similar material misrepresentation, whether intentional or without due diligence, would be grounds for disqualifying the Offeror or canceling the Contract, and may subject such Offeror or Contractor to criminal, civil, or administrative remedies as appropriate under U.S. law.

**Instructions for completing this form are provided below.**

**Full Legal Name of Offeror/Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Full Name and Number of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Accountable Entity with which Contract Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |
| --- |
| ALL OFFERORS/CONTRACTORS TO CHECK THE APPLICABLE BOX BELOW:* All eligibility verifications have been completed in accordance with **Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”,** and the Offeror/Contractor hereby certifies as follows:
	+ No adverse or negative results were obtained from such eligibility verifications; and
	+ To the best of its current knowledge, the Offeror/Contractor has not provided, at any time within the previous ten years or currently, any material support or resources (including without limitation, any MCC Funding[[12]](#footnote-13)), directly or indirectly to, or knowingly permitted any funding (including without limitation any MCC Funding) to be transferred to, any individual, corporation or other entity that the Offeror or Contractor knew, or had reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities on the enumerated lists described below (including the Offeror or Contractor itself).

**OR*** All eligibility verifications have been completed in accordance with  **Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions,”** and the Offeror/Contractor hereby certifies that the following adverse or negative results were obtained from such eligibility verification (information to be provided for each result in accordance with the instructions included with this form):
* Name of individual, corporation or other entity:
* Eligibility verification source(s) where listed ineligible:
* Position (if individual), or goods or services provided (if corporation or other entity):
* Estimated value of work performed as of certification date:
* A description of, and the circumstances under which such support was provided:
 |

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed to be “fraud” for purposes of the ITO or Contract, the *MCC Procurement Policy and Guidelines*, and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSTRUCTIONS FOR COMPLETING THE COMPLIANCE WITH SANCTIONS CERTIFICATION FORM:**

The Offeror/Contractor shall perform the following procedures to verify the eligibility of firms, key personnel, subcontractors, vendors, suppliers, and grantees, in accordance with **Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions,”** which is copied below for convenience.

Based on the results of these eligibility verifications, the Offeror/Contractor shall provide the applicable certification in the attached certification form. Note that for the purposes of this certification, Offerors/Contractors are only required to submit detailed back-up documentation about the eligibility verifications together with their certification form if the Offeror/Contractor identifies adverse or negative results. If not, Offerors/Contractors are free to mark the certification form accordingly and submit it to the appropriate recipient (although the Offeror/Contractor must maintain records per the instructions below).

The Offeror/Contractor shall verify that any individual, corporation, or other entity that has access to or is (or would be) a recipient of MCC Funding, including Offeror/Contractor staff, consultants, Subcontractors, vendors, suppliers, and grantees, is not listed on any of the following (or, in the case of #8 below, is not a national of, or associated in, any country appearing on such list):

1. System for Award Management (SAM) Excluded Parties List - <https://sam.gov/content/entity-information/>
2. World Bank Debarred List - <https://www.worldbank.org/debarr>
3. US Treasury, Office of Foreign Assets Control, Specially Designated Nationals (SDN) List - <https://sanctionssearch.ofac.treas.gov/>
4. US Department of Commerce, Bureau of Industry and Security, Denied Persons List - <https://www.bis.doc.gov/index.php/the-denied-persons-list>
5. US State Department, Directorate of Defense Trade Controls, AECA Debarred List - <https://www.pmddtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0>
6. US State Department, Foreign Terrorist Organizations (FTO) List - <https://www.state.gov/foreign-terrorist-organizations/>
7. US State Department, Executive Order 13224 - <https://www.state.gov/executive-order-13224/>
8. US State Sponsors of Terrorism List - <https://www.state.gov/state-sponsors-of-terrorism/>

In addition to these lists, before providing any material support or resources to an individual or entity, the Offeror/Contractor will also consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

Documentation of the process takes two forms. The Offeror/Contractor should prepare a table listing each staff member, consultant, subcontractor, vendor, supplier, and grantee working on the contract, such as the form provided below.

|  |  |  |
| --- | --- | --- |
|  | Date Checked |  |
| Name | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Eligible (Y/N) |
| SAM Excluded Parties List | World Bank Debarred List | SDN List | Denied Persons List | AECA Debarred List | FTO List | Executive Order 13224 |
| Offeror/Contractor (the firm itself) |  |  |  |  |  |  |  |  |
| Staff Member #1 |  |  |  |  |  |  |  |  |
| Staff Member #2 |  |  |  |  |  |  |  |  |
| Consultant #1 |  |  |  |  |  |  |  |  |
| Consultant #2 |  |  |  |  |  |  |  |  |
| Sub-Contractor #1 |  |  |  |  |  |  |  |  |
| Sub-Contractor #2 |  |  |  |  |  |  |  |  |
| Vendor #1 |  |  |  |  |  |  |  |  |
| Supplier #1 |  |  |  |  |  |  |  |  |
| Grantee #1 |  |  |  |  |  |  |  |  |

The Offeror/Contractor should list the date on which the search was conducted using each eligibility verification source, and whether the staff member, consultant, subcontractor, vendor, supplier, or grantee was determined to be eligible – that is, did not show up on any of the eligibility verification sources.

In addition, 1. SAM Excluded Parties List, 3. SDN List, and 5. AECA Debarred List are searchable databases that return a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility, the Offeror/Contractor should print out and retain for each staff member, consultant, subcontractor, vendor, supplier, or grantee the search results page for each eligibility verification source, which should read, *“Has Active Exclusion? No”* or *“No records found.”* (in the case of SAM Excluded Parties List), *“Your search has not returned any results.”* (in the case of SDN List), or *“No records in Statutorily Debarred Parties using that filter”* or *“No records in Admin Debarred Parties using that filter”* (in the case of AECA Debarred List). In the case of 2. World Bank Debarred List, Table 1: Debarred & Cross-Debarred Firms & Individuals will display a blank field that indicates no matching records have been found. For 4. Denied Persons List, 6. FTO List, and 7 Executive Order 13224, there is no searchable database provided so the Consultant will review each static list and confirm it does not name the firms or individuals identified in the table above.

If an adverse record(s) has/have been found for one or more individuals or entities, including for the Offeror/Contractor itself, the Offeror/Contractor must conduct additional research to determine whether the finding is a “false positive” (such as an individual whose name matches the name of an individual listed on a sanctions list, but is a different person). If it is a false positive, the Offeror/Contractor will mark the staff member, consultant, subcontractor, vendor, supplier, or grantee as eligible, and retain the research confirming that eligibility.

If any of the Offeror’s/Contractor’s personnel, consultants, subcontractors, vendors, suppliers, or grantees are found to be ineligible at this stage, the Accountable Entity will determine whether it is possible under the circumstances to allow the Offeror/Contractor to make a substitution. This determination will be made on a case by case basis and will require approval by MCC regardless of the estimated value of the proposed contract.

In addition, in accordance with *MCC Procurement Policy and Guidelines*, the Offeror/Contractor must ensure that MCC Funding is not used for goods or services from a country, or from a firm that is organized in or has its principal place of business or a significant portion of its operations in a country, that is subject to country-based sanctions or other restrictions under the law of the United States, including U.S. designated State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>).

All of these documents must be retained by the Offeror/Contractor as part of the overall record of the Contract for the duration of the Contract, and for the further period after the contract expiration that is required for document retention under the Contract (typically five years after the expiration date of the Compact Program or Threshold Program). Access to these documents must be provided to the Accountable Entity, MCC, or their designees in accordance with the access provisions of the Contract, And to the USAID Office of Inspector General (responsible for oversight of MCC operations), upon request.

**Annex A “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**

1. The Contract Party, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources (as defined below) directly or indirectly to, or knowingly permit any funding (including without limitation MCC Funding) to be transferred to, any individual, corporation or other entity that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac), (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on [www.sam.gov](http://www.sam.gov), or (iv) on such other list as the Accountable Entity may request from time to time.

For purposes of this provision:

1. “Material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. “Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
3. “Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge
4. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the Accountable Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the MCC Procurement Policy and Guidelines that can be found on MCC’s website at www.mcc.gov. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the Accountable Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the Accountable Entity with a copy to MCC.
5. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the Accountable Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.
6. Form FIN-1: Financial Situation

[Each Offeror or member of a Joint Venture/Association making up an Offeror must fill in this form.]

|  |  |
| --- | --- |
|  | **Financial Data for Previous Three (3) Years [US$ Equivalent]** |
|  | **Year 1:** | **Year 2:** | **Year 3:** |

**Information from Balance Sheet**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Assets** |  |  |  |
| **Total Liabilities** |  |  |  |
| **Net Worth** |  |  |  |
| **Current Assets** |  |  |  |
| **Current Liabilities** |  |  |  |

**Information from Income Statement**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Revenues**  |  |  |  |
| **Profits Before Taxes** |  |  |  |
| **Profits After Taxes** |  |  |  |

|  |
| --- |
| * Attached are copies of financial statements (balance sheet, income statement, and cash flow statement, including all related notes) for the last three (3) years, as indicated above, complying with the following conditions.
* All such documents reflect the financial situation of the Offeror or member of a joint venture or other association, and not sister or parent companies.
* Historic financial statements must be audited by a certified accountant.
* Historic financial statements must be complete, including all notes to the financial statements.
* Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 |

\* Offerors to fill these table. The Employer will verify during the review process.

1. Form FIN-2: Average Annual Construction Turnover

[Each Offeror or member of a Joint Venture/Association making up an Offeror must fill in these forms.]

|  |
| --- |
| **Annual Turnover Data for the Last Three (3) Years (Construction only)** |
| **Year** | **Amount****Currency** | **Exchange** **Rate** | **US$****Equivalent** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Average Annual Construction Turnover** |  |

The information supplied should be the annual construction turnover of the Offeror or each member of a Joint Venture/Association making up an Offeror in terms of the amounts billed to clients for each year for work in progress or completed, converted to USD at the rate of exchange at the end of the period reported.

1. Form FIN-3: Financial Resources

[Each Offeror or member of a Joint Venture/Association making up an Offeror must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in Section III. Qualification and Evaluation Criteria.]

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of Financing** | **Amount (USD equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

1. Form FIN-4: Current Contract Commitments / Works in Progress

[Each Offeror and each member of a Joint Venture/Association making up an Offeror should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Contract** | **Employer, contact address/tel/fax** | **Value of outstanding work (current USD equivalent)** | **Estimated completion date** | **Average monthly invoicing over last six months(USD/month)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Form EXP-1: *Not used*
2. Form EXP-2: Similar Construction Experience

[Fill in one (1) form per contract.

Attach relevant supporting documents issued by respective Employers (taking-over certificates, performance certificates, certificate on completion, as applicable).]

|  |
| --- |
| **Contract of Similar Size and Nature** |
| **Contract No . . . . . . of . . . . . .** | **Contract Identification** |  |
| **Award Date** |  | **Completion Date** |  |
| **Role in Contract** | * **Contractor**
 | * **Designer**
 | * **Subcontractor**
 |
| **Total Contract Amount** | **US$** |
| **If a member of a joint venture or other consortium making up the Offeror or a subcontractor, specify participation of total contract amount** | **Percent of Total** | **Amount** |
| **Employer’s Name****Address****Telephone/Fax Number****E-mail** |  |
| **Description of the similarity with the Employer's Requirements** |
|  |  |

1. Form EXP-3: Specific Construction Experience in Key Activities

For key activity ................... [please refer to each key activities listed under Sub-Factor 13 from the Qualifications Tables in Section III. Qualification and Evaluation Criteria)

Attach relevant supporting documents issued by respective Employers (taking-over certificates, performance certificates, certificate on completion, as applicable).]

|  | **Information** |
| --- | --- |
| Contract Identification |  |
| Award date |  |
| Completion date |  |
| Role in Contract | Prime Contractor | Member in JV  | Management Contractor | Subcontractor  |
| Total Contract Amount |  | US$  |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract(i) | Percentage participation(ii) | Actual Quantity Performed (i) x (ii) |
| Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| Employer’s Name: |  |
| Address:Telephone/fax numberE-mail: |  |

|  |  |
| --- | --- |
| Description of the key activities in accordance with Sub-Factor 13 from the Qualifications Tables in Section III. Qualification and Evaluation Criteria : | **Information** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. Form EXP-4: Environmental and Social (E&S) Management Experience

[Each Offeror or member of a JV/Association making up an Offeror must fill in this form.]

| **Starting****Month****Year** | **Ending****Month****Year** | **Contract Identification and Name****Name, address, telephone number, fax number, and e-mail of Employer****Brief Description of the Works Executed by the Offeror, the Types of E&S Impacts Encountered, and Mitigation Measures Implemented** | **Role of Offeror (i.e. primary contractor or Subcontractor responsible for E&S issues)** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

###### The Offeror shall demonstrate that they possess Environmental and Social (“E&S”) management expertise and can successfully manage the E&S risks associated with the implementation of the Works, as follows:

* Provide examples of site-specific E&S management plans developed by the Offeror for similar work over the last 5 years;
* Demonstrate a successful record implementing both effective environmental and effective social risk mitigation measures on similar projects over the last 5 years;
* Provide 2 references regarding the Offeror’s development of site-specific Environmental and Social Management Plans (ESMPs) and successful implementation of E&S mitigation measures.
1. Form EXP-5: Health and Safety (H&S) Management Experience

[Each Offeror or member of a JV/Association making up an Offeror must fill in this form.]

| **Starting****Month****Year** | **Ending****Month****Year** | **Contract Identification and Name****Name, address, telephone number, fax number, and e-mail of Employer****Brief Description of the Works Executed by the Offeror and H&S Measures Implemented** | **Role of Offeror (i.e. primary contractor or Subcontractor responsible for H&S issues)** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

The Offeror shall demonstrate that they possess Health and Safety (“H&S”) management expertise and can successfully manage the H&S risks related to the implementation of the Works. To demonstrate, they shall provide the following:

* Provide examples of H&S management plans developed by the Offeror for similar work over the last 5 years;
* Demonstrate a successful record implementing effective H&S mitigation measures on similar projects over the last 5 years;
* Provide 2 references regarding the Offeror’s development of H&S plans and successful implementation of H&S mitigation measures.
1. Form REF-1: References of MCC-Funded Contracts

[Each Offeror or member of a Joint Venture/Association making up an Offeror must fill in this form and include information about any and all MCC-funded contracts (either with MCC directly or with any Accountable Entity, anywhere in the world) to which the Offeror or member of a Joint Venture/Association making up an Offeror is or has been a party whether as a lead contractor, affiliate, associate, subsidiary, subcontractor, or in any other role.]

|  |
| --- |
| **Contracts with MCC** |
| **Contract Name and Number** | **Role in Contract** | **Total Contract Amount** | **Employer Name and Address** |
|  |  |  |  |
|  |  |  |  |
| **Contracts with an Accountable Entity** |
| **Contract Name and Number** | **Role in Contract** | **Total Contract Amount** | **Employer Name and Address** |
|  |  |  |  |
|  |  |  |  |

1. Form REF-2: References for Contracts Not Funded by MCC

[Each Offeror or member of a Joint Venture/Association making up an Offeror must provide contact information for at least three (3) references that can provide substantial input about:

1. The type of work performed
2. Confirm the quality of the work experience listed in the following Forms as submitted as part of the Offeror’s qualification documents:

EXP-2: Similar Construction Experience

EXP-3: Specific Construction Experience in Key Activities

EXP-4: Environmental and Social (E&S) Management Experience

EXP-5: Health and Safety (H&S) Management Experience

The Employer reserves the right, at its sole discretion, to contact other sources as well as to check references and past performance. For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.]

 **[Maximum 5 pages]**

B. Financial Offer Forms

1. Letter of Financial Offer

Procurement Ref. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address:

Ladies and Gentlemen:

We, the undersigned, declare and certify that:

1. We have examined and we have no reservations to the Bidding Document, including addenda thereto issued in accordance with the Instructions to Offerors.
2. In accordance with the Conditions of Contract, Employer’s Requirements, Bill of Quantities and Addenda Nos. **[insert Addenda Nos.]**for the execution of the above-named Works, we offer to design, construct and install such Works and remedy any defects therein in conformity with the requirements of the Bidding Document and Addenda for the sum of **[insert amount in numbers and words, carried forward from the Bill of Quantities Grand Total].**
3. In case we are awarded another lot in addition to this lot, we will provide a discount of [insert amount of discount in numbers and words] to be applied as follows:**[describe the methodology for applying the discount.]**
4. We acknowledge that the Appendix to Offer forms part of our Offer.
5. We acknowledge notice of the *MCC Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations* (“*MCC AFC Policy*”). We have taken steps to ensure that no person acting for us or on our behalf has engaged in any corruption or fraud, as described in ITO Clause 3. As part of this, we certify that:
	1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to
6. Those prices;
7. The intention to submit an offer; or
8. The methods or factors used to calculate the prices offered.
	1. The prices in this offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before Offer opening (in the case of a sealed Offer solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
	2. No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
9. We undertake, if our Offer is accepted, to obtain a Performance Security in accordance with the Bidding Document, and commence the Works as soon as is reasonably possible after the receipt of the Engineer’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Offer.
10. Our Offer shall be valid for the period stated in our Letter of Technical Offer, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
11. Unless and until a formal Contract is prepared and executed, this Offer, together with your written acceptance thereof in the form of a signed Letter of Acceptance delivered by you to us, shall constitute a binding contract between us.
12. We understand that you are not bound to accept the lowest or any Offer you may receive.
13. We comply with the requirements of ITO Clause 5 of the Bidding Document, as applicable.
14. Any subcontractors and suppliers do or will comply with the requirements of ITO Clause 5 of the Bidding Document, as applicable.
15. Weare not participating, as an Offeror or as a subcontractor, in more than one Offer in this bidding process in accordance with ITO Sub-Clause 5.8 (d).
16. We have taken steps to ensure that no person acting for us or on our behalf has engaged in any corruption or fraud, as described in ITO Clause 3.
17. We have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
18. We are not engaged in, facilitating, or allowing any of the prohibited activities described in the MCC Counter-Trafficking in Persons Policy and will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described the MCC Counter-Trafficking in Persons Policy will not be tolerated on the part of our employees, or any subcontractor or supplier, or their respective employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.
19. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Offer, and to Contract execution if we are awarded the Contract, are listed below:

Name and address of agent Amount and currency Purpose of commission or gratuity

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(if none, state “none”)

1. We understand and accept without condition that, in accordance with ITO Clause 37 any challenge or protest to the process or results of this procurement may be brought only through the Employer’s Bid Challenge System (“BCS”).
2. We acknowledge that our digital/digitized signature is valid and legally binding.

Dated this day of 20

Signature In the capacity of

Duly authorized to sign Offers for and on behalf of

**[In block letters or typed]**

Address:

1. Appendix to Offer

The Employer should insert relevant data prior to the issue of the Bidding Document. Offerors should fill in the remaining blank spaces. Offerors are required to sign each page of the Appendix to Offer. The Appendix to Offer of the successful Offeror shall become Annex B to the Particular Conditions of Contract.

**Conditions of Contract Sub-Clause**

|  |  |  |
| --- | --- | --- |
| **Parties and Persons**  | 1.1.2.2 | Employer is: **[insert name of Accountable Entity or Implementing Entity, as appropriate]**. |
|  | 1.1.2.4 | Engineer is: **[insert]**. |
|  | 1.1.2.12 | *[Insert one of the two definitions below, as applicable, and delete the other one:*"Compact" means the Millennium Challenge Compact between the Government and the United States of America, acting through MCC, executed on **[insert date of Compact]** that sets forth the general terms and conditions on which MCC will provide funding of up to US$ **[insert dollar amount of Compact]** to the Government for a program to advance economic growth and reduce poverty in **[insert name of Accountable Entity country]**."Threshold Program Grant Agreement" means the Threshold Program Grant Agreement between the United States of America, acting through the Millennium Challenge Corporation, and the Government, entered into on **[date]**, as may be amended from time to time. |
|  | 1.1.2.13 | ‘MCC Funding’ means the funding provided by MCC in accordance with the terms of the [*insert as applicable: "Compact" or "Threshold Program Grant Agreement*].” |
|  | 1.1.2.14 | ‘Government’ means the Government of **[insert formal name of the country]**.” |
| **Dates, Tests, Periods and Completion[[13]](#footnote-14)** | 1.1.3.3 | Time for completion from the Commencement Date is: **[insert number of days]**.**[If Works are to be taken over by Sections with different Times for completion, insert "please refer to the table at the end of the Appendix to Offer"]**  |
| **Defects Notification Period** | 1.1.3.7 | The Defects Notification Period will be **[insert duration]** **[( )]** following the issuance of the Taking Over Certificate. |
| **Works and Goods** | 1.1.5.6 | Sections of the Works shall be as follows:**[Describe]**. |
| **Interpretation** | 1.2 | Profit shall be: **[insert]** percent of the Cost. |
| **Communications** | 1.3(a) | Agreed systems of electronic transmission are: **[insert email addresses of the persons nominated as being authorized to represent the respective party]**. |
|  | 1.3(b) | Address of the Employer is: **[insert**] |
|  | 1.3(b) | Address of the Engineer is: **[insert]** |
|  | 1.3(b) | Address of the Contractor is:To be completed after the Contract will be awarded. |
| **Law and Language** | 1.4 | Law in force governing the Contract is that of the **[insert name of country]** |
|  | 1.4 | Ruling language of the Contract is: **[insert language]**. |
|  | 1.4 | Language for communication is: **[insert language]**. |
| **Right of Access to the Site** | 2.1 | Employer shall give the Contractor access to the Site within:**[Insert]** days after the Commencement Date except in those areas listed below **[insert reference as appropriate]**, where access will be granted by the Employer to the Contractor after completion of the resettlement activities no later than **[insert reference here]**. |
| **Engineer’s Duties and Authority** | 3.1(i) | Engineer’s authority to instruct a Variation is limited to: up to **[insert percentage]** percent **[(%)]** of the quantity of such individual items, which are included in the Bill of Quantities or other Schedule, or up to **[insert percentage]** percent **[(%)]** of the Accepted Contract Amount, whichever is less, subject to a cumulative ceiling of **[insert dollar value].** |
|  | 3.1(ii) | Engineer’s authority to approve a proposal for Variation submitted by the Contractor is limited to: up to **[insert percentage]** percent **[(%)]** of the quantity of such individual items, which are included in the Bill of Quantities or other Schedule, or up to **[insert percentage]** percent **[(%)]** of the Accepted Contract Amount, whichever is less, subject to a cumulative ceiling of **[insert dollar value].** |
| **Performance Security** | 4.2 | Performance Security will be in a form acceptable to Employer in the amount of: **[insert percentage]** percent **[(%)]** of the Accepted Contract Amount, payable in US Dollars. |
| **Working Hours** | 6.5 | Normal working hours are: **[insert]** local time in Country.Locally recognized days of rest: **[insert]** (such as Saturdays, Sundays and all Government of Country recognized public holidays). |
| **Delay Damages[[14]](#footnote-15)** | 8.7 | The damages for delays shall be as followsUSD **[insert]** per day.Maximum amount of delay damages shall be:**[Insert]** number of days.[If Works are to be taken over by Sections with different Times for completion (and different delay damages applicable to such different Times for completion), insert "please refer to the table at the end of the Appendix to Offer"]  |
| **Provisional Sums** | 13.5(b)(ii) | Percentage for overhead charges and profit for adjustment of Provisional Sums shall be: **[insert percentage]** percent **[(%)]**. |
| **Adjustment for Changes in Cost** | 13.8 | Adjustment shall be made for the first time at the end of month **[insert number of months into the Contract]** following the Commencement Date and **[insert frequency]** months thereafter. Any such adjustment will be applicable to work performed on or after the date the adjustment is made. |
|  |  | In the Schedule of Adjustment Data below, the Offeror shall (a) indicate the proposed weighting of local and foreign currency, (b) indicate the proposed source and base values of indices for the different input elements, and (c) derive their proposed weightings. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved. |

**Schedule of Adjustment Data**

**Table A. Local Currency**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Index code* | *Index description* | *Source of index* | *Base value and date* | *Related source currency in type/amount* | *Proposed Weighting* |
|  | Nonadjustable | — | — | — | A: \_\_\_\_\_\_\_B: C: D: E:  |
|  |  |  |  | Total | 1.00 |

**Table B. Foreign Currency**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Index code* | *Index description* | *Source of index* | *Base value and date* | *Related source currency in type/amount* | *Proposed Weighting* |
|  | Nonadjustable | — | — | — | A: \_\_B: C: D: E:  |
|  |  |  |  | Total | 1.00 |

|  |  |  |
| --- | --- | --- |
| **Advance Payment** | 14.2 | Total advance payment shall be: **[insert percentage]** percent **[(%)]** of the Accepted Contract Amount less Provisional Sums and shall be payable in the currencies and proportions in which the Accepted Contract Amount is payable.The advance payment shall be certified by the Engineer after (a) execution of the Contract Agreement by the parties thereto; (b) presentation by the Contractor of a Statement (under Sub-Clause 14.3 [*Application for Interim Payment* Certificates]) for the same; (c) provision by the Contractor of the Performance Security in accordance with Sub-Clause 4.2 [*Performance Security*]; and (d) provision by the Contractor of the advance payment guarantee for the full advance payment amount in accordance with Sub-Clause 14.2 [*Advance Payment*] and in the form included in Section IX of the Bidding Document or another substantially similar form approved by the Employer. |
|  | 14.2 (a) | Repayment of the advance payment shall start after certification of **[insert percentage]** percent **[(%)]** of the Accepted Contract Amount. |
|  | 14.2 (b) | Amortization rate shall be **[insert percentage]** percent **[(%)]**. Advance Payment shall be recovered in full prior to the time when **[insert percentage]** percent **[(%)]** of the Accepted Contract Amount has been certified for payment. |
| **Application for Interim Payment Certificates** | 14.3(c) | Amount to be retained shall be: **[insert percentage]** percent **[(%)]** of Interim Payment Certificates. |
|  | 14.3(c) | Limit of retention money shall be: **[insert percentage]** percent **[(%)]** of the Contract Price. |
| **Plant and Materials intended for the Works** | 14.5(b)(i)14.5(c)(i) | In the table of Plant and Materials immediately below, Offerors shall indicate the major items of Plant and Materials and the proposed country of origin for each. |

**Table of Plant and Materials**

|  |  |
| --- | --- |
|  Item | Country of Origin |
| For payment when shipped: |  |
| Plant (list all major items)  |  |
| Material (list all major items) |  |
| For payment when delivered to Site: |  |
| Plant (list all major items)  |  |
| Material (list all major items) |  |

|  |  |  |
| --- | --- | --- |
| **Issue of Interim Payment Certificates** | 14.6 | Minimum amount of an Interim Payment Certificates shall be: USD **[insert]**, with no more than one (1) submission per month. |
| **Payment** | 14.7 | Contractor’s nominated account(s) is/are:For US Dollars: **[insert account number]**For Local Currency: **[insert account number]** |
| **Delayed Payment** | 14.8 | Financing charges shall be: For US Dollars, London Inter-bank Lending Rate (LIBOR) plus **[insert percentage]** percent **[(%)]** and for local currency, Base rate of the National Bank of **[insert Country]**. |
| **Currencies of Payment** | 14.15 | Currencies of payment shall be: the currency(ies) of the Accepted Contract Amount. |
| **General Requirements for Insurances** | 18.1(a) | Insuring Party shall submit evidence of insurance: on or prior to the Commencement Date. Insuring Party shall submit copies of insurance policies: on or prior to the Commencement Date. |
| **Insurance for Works and Contractor’s Equipment** | 18.2 | Deductibles per occurrence shall not exceed:USD **[insert]** per occurrence. |
| **Insurance against Injury to Persons and Damage to Property** | 18.3 | Limit per occurrence shall not be less than:USD **[insert]** per occurrence. |
| **Appointment of the Dispute Adjudication Board** | 20.2 | Appointment of the DAB: **To be determined before contract is signed.**DAB shall comprise: **[insert]** members. |
| **Failure to Agree Dispute Adjudication Board** | 20.3 | Appointing entity shall be: **[insert]** |
| **Arbitration** | 20.6(a)(i) | International arbitration institution shall be: A tribunal established in accordance with UNCITRAL arbitration rulesThe location of the arbitration proceedings shall be: **[insert].** |

*If Works are divided into Sections with different Times for completion, insert the following table:*

Definition of Sections

|  |  |  |
| --- | --- | --- |
| Description(1.1.5.6) | Time for Completion(1.1.3.3) | Delay Damages(8.7) |
| [insert definition or geographical limits of each Section] | [insert number of days for each Section] | [insert percentage of damages for each Section] |
|  |  |  |
|  |  |  |

1. Cash Flow Projection

Each Offeror shall set out details of the Cash Flow Projection indicating quarterly projected expenditure throughout the duration of the Contract, both the percent of the Accepted Contract Amount and the cumulative percentage of the Accepted Contract Amount by quarter. The Cash Flow Projection shall address the following, taking into consideration payment of the advance payment, amortization of the advance payment, minimum payments, and the retention:

1. The periodic payments based on measurements of progress for the completion of the mobilization.
2. The periodic payments should be based on measurements of the breakdown of prices in the Price Schedules for the construction of the Works according to the proposed construction time schedule (per lot, if applicable).
3. Bill of Quantities

**Notes for Preparing a Bill of Quantities**

**These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.**

**Objectives**

The objectives of the Bill of Quantities are

(a) to provide sufficient information on the quantities of Works to be performed to enable Offers to be prepared efficiently and accurately; and

(b) when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

**Content**

The Bill of Quantities should be divided generally into the following sections:

(a) Preamble;

(b) Work Items (grouped into parts);

(c) Daywork Schedule; and

(d) Grand Total.

**Preamble**

The Preamble should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities and that are to be used for the measurement of any part of the Works.

**Rock**

Where excavation, boring, or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), should be provided in the Technical Specification and this definition should be used for the purposes of measurement and payment.

**Work Items**

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. When a family of Price Adjustment Formulae are used, they should relate to appropriate sections in the Bill of Quantities.

**Quantities**

Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

**Units of Measurement**

The following units of measurement and abbreviations are recommended for use (unless other national units are mandatory in the country of the Employer).

|  |  |  |  |
| --- | --- | --- | --- |
| **Unit** | **Abbreviation** | **Unit** | **Abbreviation** |
| cubic meterhectarehourkilogramlump summetermetric ton(1,000 kg) | m3 *or* cu mhahkgsummt | millimetermonthnumbersquare metersquare millimeterweek | MmMonNrM2 *or* sq mmm2 *or* sq mmwk |

**Ground and Excavation Levels**

The commencing surface should be identified in the description of each item for work involving excavation, boring, or driving, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for work involving excavation for which the excavated surface is not also the final surface. The depths of work should be measured from the commencing surface to the excavated surface, as defined.

**Daywork Schedule**

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the Offerors, the Daywork Schedule should normally comprise:

(a) a list of the various classes of labour, materials, and Contractor’s Equipment for which basic Daywork rates or prices are to be inserted by the Offeror, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis; and

 (b) a percentage to be entered by the Offeror against each basic Daywork Subtotal amount for labour, materials, and Plant representing the Contractor’s profit, overheads, supervision, and other charges.

**Provisional Sums**

Provision for contingencies should be made by entering specific “Provisional Sums” in the Bill of Quantities.

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by a Nominated Subcontractor should be specified in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate bidding procedure is normally carried out by the Employer to select the specialists, who are then nominated as Subcontractors to the main or prime Contractor.

The provisional sums shall also include an estimated amount to cover the Employer’s portion (50%) of DAB’s fees and expenses.

**Grand Total**

The Grand Total should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with Provisional Sums (including for Daywork), and other contingencies where applicable, including DAB fees and expenses.

**Sample Bill of Quantities**

**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Offerors, General and Particular Conditions, 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 Engineer and valued at the rates and prices quoted in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices quoted in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced 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 to be covered by other rates and prices entered in the Bill of Quantities.
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 nor 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 Engineer in accordance with Sub-Clauses 13.5 and 13.6 of the General Conditions except with respect to DAB fees and expenses, for which no instruction will be required from the Engineer.
8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.[[15]](#footnote-16)

**B. Work Items**

The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No. 1—General Items;

Bill No. 2—Earthworks;

Bill No. 3—Culverts and Bridges;

Bill No. 4—etc., as required;

Daywork Schedule; and

Grand Total

***[Note to the Employer: The tables in BOQ must be prepared in accordance with the currency alternative retained in DS – ITO 16.1.]***

**Bill of Quantities**

**Bill No. 1: General Items**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 1(carried forward to Grand Total ) |   |

**Bill No. 2: Earthworks**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 2(carried forward to Grand Total ) |   |

**Bill No. 3: Culverts and Bridges**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 3(carried forward to Grand Total) |   |

**Daywork Schedule**

***[Note to the Employer:***

*(i) A “Daywork Schedule” is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among Offerors, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the bidding documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Summary in order to make the basic Schedule of Daywork Rates competitive.*

*(ii) The total amount assigned to such competitive daywork is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.]*

**General**

1. Reference should be made to Sub-Clause 13.6 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Offerors shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Grand Total. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

**Daywork Labour**

1. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
2. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour,** together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc.,as described below:

(a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with applicable law. The basic rates will be payable in local currency only.

(b) The additional percentage payment to be quoted by the Offeror and applied to costs incurred under (a) above shall be deemed to cover the Contractor’s profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor’s staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

(i) foreign: percent (to be stated by Offeror).[[16]](#footnote-17)

(ii) local: percent (to be stated by Offeror).

*[****Note to the Employer****:*

*This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor’s overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.]*

**Daywork Materials**

1. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials,** together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

(a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.

(b) the additional percentage payment shall be quoted by the Offeror and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:

(i) foreign: percent (to be stated by the Offeror);[[17]](#footnote-18)

(ii) local: percent (to be stated by the Offeror);

(c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

**Daywork Contractor’s Equipment**

1. The Contractor shall be entitled to payments in respect of Contractor’s Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor’s Equipment.** Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. [***Note to the Employer****: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials*.] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. *[****Note to the Employer****: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor’s Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*
2. In calculating the payment due to the Contractor for Contractor’s Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor’s Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
3. The basic rental rates for Contractor’s Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:

(a) foreign: percent (to be stated by the Offeror).[[18]](#footnote-19)

(b) local: percent (to be stated by the Offeror).

Schedule of Daywork Rates: 1. Labour

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Subtotal |  |
| D122 | Allow percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above. |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Labour(carried forward to Daywork Summary) |   |
| a. To be entered by the Offeror. |

Schedule of Daywork Rates: 2. Materials

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Subtotal |  |
|  | Allow percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 4 (b) above. |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Materials(carried forward to Daywork Summary) |   |
| a. To be entered by the Offeror. |

Schedule of Daywork Rates: 3. Contractor’s Equipment

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Nominal quantity (hours)* | *Basic hourly rental rate* | *Extended amount* |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Allow percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 5 above. |  |  |  |
|  |  |  |  |  |
| Total for Daywork: Contractor’s Equipment(carried forward to Daywork Summary) |   |

a. To be entered by the Offeror.

Daywork Summary

|  |  |  |
| --- | --- | --- |
|  | *Amount**( )* | *% Foreign* |
| 1. Total for Daywork: Labour |  |  |
| 2. Total for Daywork: Materials |  |  |
| 3. Total for Daywork: Contractor’s Equipment |  |  |
| Total for Daywork (Provisional Sum)(carried forward to Grand Total) |   |   |
|  |

Summary of Specified Provisional Sums
in the Bill of Quantities

|  |  |  |  |
| --- | --- | --- | --- |
| *Bill no.* | *Item no.* | *Description* | *Amount* |
| 1 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 2 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 3 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 4 |  |  |  |
|  |  | [*To be entered by the Employer]* provisional sums for the Employer’s portion of DAB costs |  |
|  |  | [*To be entered by the Employer; Delete if not applicable:]* provisional sums for additional ES outcomes.  |  |
|  |  |  |  |
| etc. |  |  |  |
|  |  |  |  |
| Total for Specified Provisional Sums(carried forward to Grand Total) |  |

Bill of Quantities Grand Total

|  |  |  |
| --- | --- | --- |
| *Grand Total* | *Page* | *Amount* |
| Bill No. 1:  |  |  |
| Bill No. 2:  |  |  |
| Bill No. 3:  |  |  |
| *—etc.—* |  |  |
| *Subtotal of Bills* | *(A)* |  |
| *Total for Daywork (Provisional Sum) \** | *(B)* |  |
| *Specified Provisional Sums not included in subtotal of billsii* | *(C)* | *[sum]* |
| *Total of Bills Plus Provisional Sums (A + B + C) i* | *(D)* |  |
| *Add Provisional Sum for Contingency Allowance (if any) ii* | *(E)* | *[sum]* |
| *Offer Price (D + E) (Carried forward to Letter of Financial Offer)* | *(F)* |  |
|  |  |  |
| i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.5 and 13.6 of the General Conditions except with respect to DAB fees and expenses, for which no instruction will be required from the Engineer.ii) To be entered by the Employer.\* For evaluation purposes, Provisional Sum, other than Daywork will be excluded |

PART 2
EMPLOYER’S REQUIREMENTS

Section V. Employer’s Requirements

**[Insert Employer’s Requirements here]**

PART 3
CONTRACT DOCUMENTS

Section VI. General Conditions of Contract

**General Conditions of Contract[[19]](#footnote-20)**

The Conditions of Contract, Part 1: General Conditions shall be those forming the General Conditions of the “Conditions of Contract for Construction,” First Edition, 1999, as prepared by the Fédération Internationale des Ingénieurs-Conseils (“FIDIC”). These General Conditions are subject to the variations and additions set out in Section VII. Particular Conditions of Contract.

Section VII. Particular Conditions of Contract

The Particular Conditions of Contract are available [here](https://www.mcc.gov/resources/doc/sbd-sub-lw-cbqpbs-pcc-21dec2023). Offerors must download and review before submitting a bid.

Section VIII. Contract Forms and Annexes

The Contract Forms and Annexes are available [here](https://www.mcc.gov/resources/doc/sbd-sub-lwdbsw-cbqpbs-cfa-21dec2023). Offerors must download and review before submitting a bid.

1. WB copyright http://www.worldbank.org [↑](#footnote-ref-2)
2. The financial information provided by an Offeror shall be reviewed in its entirety to allow a truly informed judgment about the capacity of the Offeror to undertake the contract, and will not be limited strictly to substantiate the financial ratios indicated here. For Offers consisting of more than one lot, Offerors are required to provide information to demonstrate their financial capacity to carry out more than one lot. [↑](#footnote-ref-3)
3. Unless exempted by MCC, this requirement is met by the submission of **one of the following:** 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) years, supported by tax returns or 3) a copy of the Contractor’s Dun & Bradstreet Business Information Report (“BIR”).The Dun & Bradstreet report must either be notarized, or accompanied by the following statement by the Offeror: “I certify that the attached BIR has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge.” The statement must be signed by an authorized representative of the Offeror. If the Offer is submitted by a joint venture, all parties in the joint venture are required to submit their financial statements or Dun & Bradstreet BIR. The reports should be submitted in order of the partner’s significance in the partnership, greatest to least. Failure to submit one of the three documents as evidence of financial capacity may result in the rejection of the Offer. [↑](#footnote-ref-4)
4. World Bank, African Development Bank, Asian Development Bank, Inter-American Development Bank, and European Bank of Reconstruction and Development. [↑](#footnote-ref-5)
5. The Offeror who proposes for more than one lot must take this into account by responding to Form TECH-2 by including the information required for each of the lots for which it is submitting an Offer. [↑](#footnote-ref-6)
6. The Offeror who proposes for more than one lot must take this into account by responding to Form TECH-3 by including the information required for each of the lots for which it is submitting an Offer. [↑](#footnote-ref-7)
7. The Offeror who proposes for more than one lot must take this into account by responding to Form TECH-4 by including the information required for each of the lots for which it is submitting an Offer. [↑](#footnote-ref-8)
8. The Offeror who proposes for more than one lot must take this into account by responding to Form TECH-5 by including the information required for each of the lots for which it is submitting an Offer. [↑](#footnote-ref-9)
9. The Offeror who proposes for more than one lot must take this into account by responding to Form TECH-6 by including the information required for each of the lots for which it is submitting an Offer. [↑](#footnote-ref-10)
10. The Offeror who proposes for more than one lot must take this into account by responding to Form TECH-7 by including the information required for each of the lots for which it is submitting an Offer. [↑](#footnote-ref-11)
11. “MCC-Funded Contract” is defined as a contract signed by an Accountable Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Procurement Policy and Guidelines, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding. [↑](#footnote-ref-12)
12. “MCC Funding” is defined as funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding [↑](#footnote-ref-13)
13. If the Works are to be taken over in stages, these should be defined as Sections under 1.1.5.6 with different times for completion. If this is the case, please add reference to the table at the end of the Appendix to Offer. [↑](#footnote-ref-14)
14. If the Works are to be taken over in stages, the Employer may want to assign delay damages to each individual Time for completion. [↑](#footnote-ref-15)
15. The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers. [↑](#footnote-ref-16)
16. The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used. [↑](#footnote-ref-17)
17. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-18)
18. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-19)
19. The General Conditions of Contract that shall be used with this Standard Bidding Document are the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or “FIDIC”), First Edition 1999. This publication is exclusive for the use of MCC and Accountable Entities as provided under a License Agreement between the Millennium Challenge Corporation (“MCC”) and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by MCC and the Employer and only then for the exclusive purpose of providing the terms of contract to qualified Offerors preparing Offers in respect to this Bidding Document. [↑](#footnote-ref-20)