

Recovery and Development Agency Quick Contracting Invitation to Tender



BOOKLET 1

NOTICES AND INSTRUCTIONS

FOR

SUPPLY OF FINISHES (PAINT, PRIMER AND EPOXY WATERPROOF COATING) FOR THE ELMORE STOUTT HIGH SCHOOL RE-DEVELOPMENT PROJECT

AT

TORTOLA, BRITISH VIRGIN ISLANDS

Recovery and Development Agency

Director of Procurement

Recovery and Development Agency
Cyril B. Romney Tortola Pier Park
1-2/F, 52 Pier Park Drive-Unit 8
Road Town, Tortola, VG 1110
British Virgin Islands

**Invitation to Tender No.
RDA/ITT/2022/005/ICB**

Submission Deadline: **31 May 2022**
By **1000 hours (10:00am)**

NOTICES AND INSTRUCTIONS

FOR

**SUPPLY OF FINISHES (PAINT, PRIMER AND EPOXY WATERPROOF COATING) FOR THE
ELMORE STOUTT HIGH SCHOOL RE-DEVELOPMENT PROJECT
AT
ROAD TOWN, TORTOLA**

The contents of this Invitation to Tender must not be disclosed to unauthorised persons and must be used only for the purposes of tendering. Please read these documents carefully before tendering. The procurement process being used for this activity is International Competitive Bidding.

1. NOTICE TO TENDERS

1.1. Tenders are invited in accordance with the following Notices and Instructions for the provision of services detailed in the accompanying documents. The issue of an Invitation to Tender (ITT) is not to be construed as a commitment by the Authority to place an order as a result of the tendering exercise or at any later stage. Any expenditure, work or effort undertaken prior to contract award is accordingly a matter solely for the commercial judgement of the tenderer. The RDA also reserves the right to undertake an iterative tendering process following receipt of the tender responses. **Any clarification required in connection with this Invitation to Tender (ITT) must be sought only from the Procurement Team of the RDA as follows:**

Director of Procurement

Recovery and Development Agency
Cyril B. Romney Tortola Pier Park
1-2/F, 52 Pier Park Drive-Unit 8
Road Town, Tortola, VG 1110
British Virgin Islands
Email: procurement@bvirecovery.vg

Subject: RDA/ITT/2022/005/ICB – Supply of Finishes (Paint, Primer, and Epoxy Waterproof Coating) for the Elmore Stoutt High School Re-development Project at Road Town, Tortola, BVI

2. INVITATION TO TENDER

2.1. The Board of the Recovery and Development Agency ('the Authority') invites you to tender, upon the basis of Booklet 2 - Conditions of Contract, for the goods on a lump sum basis as described in the following documents:

2.1.1. Booklet 1: Invitation to Tender, Notices and Instructions.

2.1.2. Booklet 2: Conditions of Contract.

2.1.3. Booklet 3: Requirements Document.

2.1.4. Booklet 4: Form of Tender.

3. SUBMISSION OF TENDERS

3.1. Tenders are to be submitted in a sealed envelope (hardcopy and with an electronic copy included on a flash drive), to the addresses shown above, for receipt no later than the date and time stated above. The envelope bearing the label will not be opened until the date printed on it. Any request for an extension of the period for tendering must be received by the Director of Procurement, at least 10 working days before the due date for return. However, no undertaking can be given that an extension will be granted.

3.2. Tenderers Proposals are to be submitted as follows:

Your Commercial (Financial) Proposal, which should include full details of the items requested in this Booklet and Booklet 4 and is to include an original signed version of the Tender Certificate. These documents are to be returned, by the time and date shown above, in a sealed envelope bearing the relevant ITT label: **RDA/ITT/2022/005/ICB – Supply of Finishes (Paint, Primer and Epoxy Waterproof Coating) for the Elmore Stoutt High School Re-development Project at Road Town, Tortola, BVI.** One original and one (1) copy plus one (1) soft copy (flash drive) are required to be submitted.

3.3. The Authority cannot undertake to give consideration to any tender submitted in a different manner or to any tender not received on time.

3.4. **Adherence to the Tender Procedure.** The Tenderer should comply fully with these Notices and Instructions as **any non-compliance** with them during the tender process **may result in withdrawal of the Invitation to Tender**. The decision of the Authority in this matter is final.

3.5. **Alternative Conditions.** Tenders are to comply with the notices and instructions set out in this form and the conditions of the accompanying ITT documents. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

3.6. Communication During the Tender Period/Tender Queries

3.6.1. During the Tender Period, contractual and technical queries must be referred in writing to the address given not less than 10 days before the Tender Return Date.

3.6.2. Any request for an extension of the period for tendering must be received by the Director of Procurement at least **10** working days before the due date for return. However, no undertaking can be given that an extension will be granted.

3.7. Delivery of Tenders

3.7.1. It is your responsibility, as Tenderer, to make sure that your Tender arrives at the address shown by the time specified for return of Tenders. Faxed or telephone Tenders will not be accepted.

3.7.2. The envelope must not display your name or address on the outside; however, your full contact details should be provided within each envelope.

3.8. **Language.** Tenders and all related correspondence must be in English. Similarly, all Contract related correspondence, including designs, drawings, management information, invoices etc. must be submitted in English.

3.9. **Law.** Any contract resulting from this tender shall be deemed to be subject to the Law of the British Virgin Islands – where ambiguity exists then English law should be used.

3.10. **Tender Submission Matrix.** Additionally, the Authority requires completion of the Submission Matrix at Annex A to Booklet 1 - Notices and Instructions. This will also provide reference to the exact part of your tender on the Requirements of Response details that are required.

4. **COMMERCIAL (FINANCIAL) PROPOSAL**

4.1. The commercial proposal must address, as a minimum, the following subjects **in the order set out below, with each subject clearly sectioned and indexed. One original and one (1) copy plus one (1) soft copy (flash drive) are required to be submitted.**

4.1.1. **Compliance Statement.** Tenderers shall state that their offer is made in accordance with the requirements of the ITT) and that they will comply in all respects with the Conditions of Contract – Booklet 2. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such Conditions alone.

4.1.2. **Payment of Sub-Contractors.**

4.1.2.1. The Contractor shall pay his sub-contractors and suppliers within 30 days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 days from the date of validation of the sub-contractor's or supplier's claim and in some cases as 30 working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.

4.1.3. **Price.**

4.1.3.1. The priced Bill of Quantities are to include for all the requirements of the Contract Documents; therefore, the Contractor should allow for everything to implement and execute this Contract. In addition, Tenderer's shall provide details of overhead and profit incorporated within their price (as a percentage figure).

4.1.3.2. Tenderers shall provide a detailed and priced Bill of Quantities and relevant Schedule of Rates for plant, materials and consumables (if any) to be utilized in the Contract. Tenderers should be aware that they are required to supply **a full and detailed Bill of Quantities**, which confirms the Fixed and Firm prices provided.

4.1.3.3. The expression "**Fixed and Firm Price**" shall be taken to mean an agreed price, stated in US Dollars and be exclusive of all taxes, which is not subject to variation.

4.1.3.4. All prices and rates must be stated in US Dollars and be exclusive of all taxes.

4.1.3.5. The priced Bill of Quantities is to be duly completed and is to include the **signed** Form of Tender / Tender Certificate. The Form of Tender **MUST** be submitted.

4.1.3.6. The Authority will only pay on completion of pre-determined Milestones during the performance of the Contract. Milestones must be objectively ascertainable events that can be readily defined and assessed by the Project Manager at the appropriate time as having been completed. A milestone payment schedule payment must be provided.

- 4.1.4. **Tender Period.** Provide confirmation that the Tenderers offer will remain open for a period of 90 days from the due date.
- 4.1.5. **Maintenance / Defects Liability Period.** The Tenderer shall provide a clear statement demonstrating their understanding and acceptance of the 12 months Maintenance / Defects Liability Period from the date of handover to the Client.
- 4.1.6. **Statutory Compliance and Performance.** The Tenderer must submit copies of the following documents:
- 4.1.6.1. **Legally Registered:**
- 4.1.6.1.1. Copy of Valid Trade Licence (current year)
 - 4.1.6.1.2. Copy of Valid Certificate of Incorporation - if applicable
 - 4.1.6.1.3. Copy of Valid Certificate of Tax Registration - if applicable
- 4.1.6.2. **Financial Good Standing:**
- 4.1.6.2.1. Audited financial statements spanning the past three (3) years as pertains to the business. If the business has been in existence for less than three (3) years, please provide audited financial statement for the life of the business.
 - 4.1.6.2.2. Certificate of Good Standing – (Social Security Board) – for BVI registered companies.
 - 4.1.6.2.3. Certificate of Good Standing – Inland Revenue Department – for BVI registered companies
 - 4.1.6.2.4. Certificate of Good Standing Certificate – National Health Insurance – for BVI registered companies.
- 4.1.6.3. **Performance:**
- 4.1.6.3.1. Project Portfolio up to 5 years – current/previous completed projects.
 - 4.1.6.3.2. Performance Evaluation on previously completed Government / RDA contract - if applicable.
 - 4.1.6.3.3. CVs (Curriculum Vitae) for all professional, technical and supervisory staff (the definition of the type of staffing is provided at the applicable section).

Section II. Bid Data Sheet

A. General	
ITB 1.1	The Purchaser is: <i>The Virgin Islands Recovery & Development Agency</i>
ITB 1.2	The name of the bidding process is: <i>International Competitive Bidding</i> The identification number of the bidding process is: <i>RDA/ITT/2022/005/ICB</i>
ITB 2.1	The Employer is: <i>Government of the Virgin Islands represented by the Virgin Islands Recovery and Development Agency (RDA)</i>
ITB 2.2	The name of the Project is: <i>Supply of Finishes (Paint, Primer, and Epoxy Waterproof Coating) for the Elmore Stoutt High School Re-development Project</i>
B. Contents of Bidding Document	
ITB 3.1	For <u>clarification purposes</u> only, the Purchaser's address is: Attention: <i>Director of Procurement, RDA</i> Street Address: <i>Cyril B. Romney Tortola Pier Park</i> Floor/Room number: <i>1-2/F, 52 Pier Park Drive-Unit 8</i> City: <i>Road Town, Tortola</i> Zip Code: <i>VG1110</i> Country: <i>British Virgin Islands</i> Electronic mail address: <i>procurement@bvirecovery.vg</i> Requests for clarification should be received by the Purchaser no later than <i>ten (10) days</i> , prior to the deadline for submission of Bids.
ITB 3.2	A Pre-Bid meeting <i>shall</i> take place: Address: <i>RDA's Office, Cyril B. Romney Tortola Pier Park, 1-2/F 52 Pier Park Drive-Unit 8 (Tenderers outside of the BVI can join by Teams. Please confirm email address for this meeting)</i> City: <i>Road Town, Tortola</i> Country: <i>British Virgin Islands</i> Date: <i>5th May 2022</i> Time: <i>10:00 AM</i> A site visit conducted by the RDA <i>will not be</i> organized.
C. Preparation of Bids	
ITB 4.1	The language of the bid is: <i>English</i>
ITB 4.2	The Bidder must provide the following documentary evidence to establish the conformity of the goods: <i>N/A</i>

ITB 4.3	<p>The Bidder shall submit with its bid the following documents which will comprise the bid:</p> <ol style="list-style-type: none"> 1. Bidder Information Sheet 2. Form of Tender 3. Submission checklist 4. Completed Bills of Quantities 5. Form of Bid Security – 3% (either a Bank Guarantee or Bid Bond or Bid-securing Declaration) 6. List of Goods & Delivery Schedule
ITB 4.4	Alternative proposals <i>shall not be</i> permitted.
ITB 4.5	Alternative times for completion <i>shall not be</i> permitted.
ITB 4.6	Prices <i>shall be</i> fixed.
ITB 4.7	The version of the Incoterms is: Incoterms 2020
ITB 4.8	Place of destination: CIF Road, Town, Tortola, British Virgin Islands (ESHS Project Site)
ITB 4.9	Final Destination (Project Site): Same as ITB 4.8
ITB 4.10	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
ITB 4.11	The Bidder <i>is</i> required to quote the prices in United States Dollars.
ITB 4.12	The bid validity period shall be: 90 days.
ITB 4.13	All bids must be accompanied by a Bid Security in the amount of three percent (3%) of the total Bid price or Bid-Securing Declaration. <u>Non-submission of Bid Security or Bid-Securing Declaration will result in rejection of your bid.</u>
ITB 4.14	In addition to the original of the bid, the number of copies is: One original and one (1) copy <u>plus</u> one (1) soft copy (flash drive) are required to be submitted.
ITB 4.15	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <ol style="list-style-type: none"> (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”.

D. Submission and Opening of Bids	
ITB 5.1	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 5.2	The electronic bidding submission procedures shall be: <i>not applicable</i> .
ITB 5.3	<p>For <u>bid submission purposes</u> only, the Purchaser's address is:</p> <p>Attention: <i>Director of Procurement, RDA</i></p> <p>Street Address: <i>Cyril B. Romney Tortola Pier Park</i></p> <p>Floor/Room number: <i>1-2/F 52 Pier Park Drive-Unit 8</i></p> <p>City: <i>Road Town, Tortola</i></p> <p>ZIP Code: <i>VG 1110</i></p> <p>Country: <i>British Virgin Islands</i></p> <p>The deadline for bid submission is:</p> <p>Date: <i>31st May 2022</i></p> <p>Time: <i>10:00AM</i></p>
ITB 5.4	<p>The bid opening shall take place at:</p> <p>Address: <i>RDA's Office, Cyril B. Romney Tortola Pier Park, 1-2/F 52 Pier Park Drive-Unit 8</i></p> <p>City: <i>Road Town, Tortola</i></p> <p>Country: <i>British Virgin Islands</i></p> <p>Date: <i>31st May 2022</i></p> <p>Time: <i>Immediately after bid submission</i></p>
E. Bid Evaluation and Comparison	
ITB 6.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>The currency of the bid and payment shall be: United States Dollars</p>
ITB 6.2	Evaluation will be done for: the full list of items

1. ALTERATION OF ENTRIES

1.1. Once a price or other entry has been inserted, it should not be altered or erased. Any necessary corrections are to be made by striking through the unwanted entry and inserting the correct one adjacent to it. **All such corrections are to be initialled by the Tenderer.**

2. EXPENSES/LOSSES

2.1. No tendering expenses or losses will be reimbursed by the RDA. This includes expenses incurred by the Tenderer in attending site visits and meetings in connection with the Tender.

3. FRAUD AND ETHICAL BEHAVIOUR

3.1. The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered. The tenderer shall comply with the RDA policy on fraud and ethical behaviour

3.2. Tenderers to submit a clear statement detailing if they have any linkage, whether as a subsidiary company, sub-contractor, etc, on any RDA, GOVI and UKG Contracts.

4. SAFEGUARDING

4.1. The Tenderer should make clear in their submission that they understand and will comply with the RDA safeguarding policy which is available on the RDA website.

5. CONFIDENTIALITY OF TENDERS

5.1. The Tenderer is to note the following:

5.1.1. You are required to keep your tender confidential and not divulge to anyone, even approximately, what your tender price is or will be, before the decision on Contract award is made known by the Authority. The sole exception to this is information you may have to give to your insurance company, or broker, in order to compile your Tender, but you must stress to them that this information is given in strict confidence.

5.1.2. You must not obtain or try to obtain any information in connection with anyone else's Tender or proposed tender before the timescales set herein.

5.1.3. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender prices or terms and conditions. You may, however, obtain any necessary sub-contractor quotations. Please confirm your understanding of, and compliance with this, in your Tender.

6. DOCUMENTS

6.1. Any documents issued to Tenderers remain the property of the Authority. **Such information must not be seen by unauthorised persons and must be used only for the purpose of tendering.** These provisions apply equally to drawings etc., the property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderers should be returned to the Authority.

6.2. Only the current editions/versions of the Contract Documents named in this ITT shall apply in connection with the Contract.

6.3. The Tenderer is not to alter or amend any of the Contract Documents.

7. **INTERVIEWS – Not Applicable**

7.1. The Authority may wish to interview Tenderers as part of the evaluation process. Tenderers will normally be given a minimum of 48 hours' notice of any requirement to attend for interview if appropriate. It will be the Tenderer's responsibility to make any necessary arrangements and to meet all costs related to this interview. The Authority will not be responsible for any arrangements or costs to any extent.

8. **ACCEPTANCE**

8.1. The Board of the Recovery and Development Agency does not bind themselves to accept the lowest or any tender; and may refuse to consider any Tender which is incomplete or qualified in any way.

8.2. **Acceptance of Portion of Tender.** The Authority reserves the right, unless the tenderer expressly stipulates to the contrary in their tender proposal, to accept such portion thereof as the Authority may decide. The Authority is not bound to accept the lowest priced tender.

8.3. The Rates and Prices contained in the priced Bill of Quantities will be used to value any changes to the Contract Sum. In the Tender Evaluation process the Authority will review the Bill of Quantities, however liability for any miscalculation of prices and distances lies with the Tenderers.

9. **DEBRIEFING TENDERERS**

9.1. The Tenderer should note that it is the Authority's policy to debrief unsuccessful Tenderers. The purpose of the debrief is to let an unsuccessful Tenderer know why an offer was rejected. A debrief will only take place after the award of Contract, and when requested by an unsuccessful Tenderer. A debrief will normally be given within one month from the date of request, or from the award of Contract, whichever is later.

10. **TENDER EVALUATION METHODOLOGY AND INDICATIVE ASSESSMENT CRITERIA**

10.1. The purpose of providing Tenderers with the following information is to be as informative as possible on the methodology and factors applied by the Authority in evaluating tenders. Separate and independent assessments will be carried out on the commercial and technical proposals submitted. The overall assessment will take account of the outcome of these independent assessments.

10.1.1. **Commercial Evaluation.** The commercial evaluation will take account of compliance with:

10.1.1.1. Notices and Instructions detailed in this Booklet.

10.1.1.2. Terms and Conditions of Contract included in Booklet 2.

10.1.1.3. The Tender Price(s) and its breakdown. The Tender price will be considered to determine the tender which is considered to offer the best value for money for the Authority.

10.1.1.4. The Authority's decision in this matter will be final.

11. **AWARD DATE OF CONTRACT**

11.1. For your guidance the expected award date of this Contract is estimated to be **June 2022**, although no guarantee of this can be given at this stage.

ANNEXES

A. Submission Matrix.

Annex A - Submission Checklist

This Submission Checklist is an essential part of the Tenderers bid and must be completed. Any associated responses should take account of the full text provided in the Booklet 1 - Notices and Instructions referenced paragraphs.

2. It will greatly assist the evaluation of bids by ensuring that all relevant information is easily identified.
3. In the column headed 'Submitted' - Tenderers are to indicate YES / NO to show compliance, or non-compliance with the relevant section of Booklet 1.
4. In the column headed Tenderers Submission – Relevant Section / Paragraph' Tenderers are to enter details of the Sections or Paragraphs of their bids where required information is shown in full. If a Tenderer is non-compliant in a particular section (or in only one or two elements) of that section, he/she must explain this in detail.
5. Tenderers are also requested to highlight any additional requirements that they have submitted in their proposal for consideration by the Authority.

ITT No: RDA/ITT/2022/005/ICB

SUBMISSION CHECKLIST – [MUST BE SUBMITTED WITH YOUR TENDER. DELETE THIS NOTE IN THE FINAL VERSION]

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
COMMERCIAL (FINANCIAL) PROPOSAL			
4.1.1	Statement of Compliance. Tenderer's statement of compliance against requirements of ITT Booklet 1 - Notices and Instructions, and Booklet 2 – Conditions of Contract.		
4.1.2	Payment of Sub-Contractors. Tenderer's confirmation that they comply with the Payment of Sub-Contractors requirements of the ITT.		
4.1.3	Insurance. Tenderer's provision of information demonstrating that the Tenderer complies with the ITT Insurance Requirements.		
4.1.4	Price. Tenderer's statement of their understanding that the price provided allows for everything to implement and execute the contract. It shall include a price measured quantities of work and percentage for overhead and profit.		
4.1.4.5	Bill of Quantities. Confirmation that a full and detailed Bill of Quantities has been submitted.		
4.1.4.6			

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
4.1.5	Milestone Payment Schedule. Tenderer to provide details of their proposed Milestone Payment Schedule.		
4.1.6	Offer Period. The Tenderer to provide confirmation that the offer will remain open for a period of 90 days from the due date.		
4.1.7	Maintenance / Defect Liability Period. The Tenderer's statement demonstrating their understanding and acceptance of the maintenance / defects liability period.		
4.1.7.1	Statutory Compliance & Performance. The Tenderer must submit copies of the following documents:		
4.1.7.1.1	Legally Registered:		
4.1.7.1.2	Copy of Valid Trade Licence (current year)		
4.1.7.1.3	Copy of Valid Certificate of Incorporation - if applicable		
4.1.7.2	Copy of Valid Certificate of Tax Registration - if applicable		
4.1.7.2.1	Financial Good Standing:		
4.1.7.2.2	Financial statements signed off by a certified Accountant spanning the past three (3) years as pertains to the business.		
4.1.7.2.3	Certificate of Good Standing – (Social Security Board) – for BVI registered companies.		
4.1.7.2.4	Certificate of Good Standing – Inland Revenue Department – for BVI registered companies		
4.1.7.3	Copy of Good Standing Certificate – Registrar of Corporate Affairs (only applicable to incorporated businesses).		
4.1.7.3.1	Performance:		
4.1.7.3.2	Project Portfolio up to 5 years – current/previous completed projects		
4.1.7.3.3	Performance Evaluation on previously completed Government / RDA contract - if applicable	Not applicable	
4.1.7.3.3	CVs (Curriculum Vitae) for all professional, technical and supervisory staff (the definition of the type of staffing is provided at the applicable section).	Not applicable	

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
FRAUD AND ETHICAL BEHAVIOUR & SAFEGUARING			
6.1	The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered.		
6.2	Tenderers to submit a clear statement detailing if they have any linkage, whether as a subsidiary company, sub-contractor, etc., on any RDA, GOVI and UKG Contracts.		
6.3	The Tender should make clear in their submission that they understand and will comply with the RDA safeguarding policy.		

Bidder Information Sheet

[Must be submitted with your tender. Delete this note in the final version]

Date: _____
ICB No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JVCA, legal name of each partner:
3. Bidder's actual or intended Country of Constitution, Incorporation, or Registration:
4. Bidder's Year of Constitution, Incorporation, or Registration:
5. Bidder's Legal Address in Country of Constitution, Incorporation, or Registration:
6. Bidder's Authorised Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JVCA, letter of intent to constitute a legally-enforceable JVCA, including a draft agreement, or JVCA agreement, in accordance with ITB Sub-Clauses 4.1. <input type="checkbox"/> In case of government owned entity from an eligible country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form of Bid Security (Bank Guarantee)

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the *Letter of Bid*; or
- (b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Bidding Document.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

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

Form of Bid Security (Bid Bond)

BOND NO. _____

BY THIS BOND [*name of Bidder*] as Principal (*hereinafter called “the Principal”*), and [*name, legal title, and address of surety*], **authorised to transact business in** [*name of country of Purchaser*], as Surety (*hereinafter called “the Surety”*), are held and firmly bound unto [*name of Purchaser*] as Obligee (*hereinafter called “the Purchaser”*) in the sum of [*amount of Bond*]¹ [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of [*name of Contract*] (*hereinafter called the “Bid”*).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Bidding Document;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____

Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration

[Must be submitted with your tender if you are not using the 3% bid security. Delete this note in the final version]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Recipient for the period of time of **12 months starting on 31st May 2022**, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (*where appropriate*)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

1. List of Goods and Delivery Schedule

[Must be submitted in your tender. Delete this note in the final version]

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date <i>[to be provided by the Bidder]</i>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

ITT Booklet 1

ITT No.: RDA/ITT/2022/005/ICB

Dated: 22-Apr-2022

Project Code: 122.10

Project Name: Supply of Finishes for ESHS Re-development Project