



European Bank
for Reconstruction and Development

Standard Procurement Document

Prequalification * Works *

Trial Edition
September 2019

Standard Procurement Document

Prequalification * Works *

User Guide

TABLE OF CONTENTS

A. Preface.....	i
B. Instructions for use.....	ii
C. Invitation for prequalification	iii

PREQUALIFICATION * WORKS *

A. Preface

Procurement under projects financed by the European Bank for Reconstruction and Development (the Bank), is carried out in accordance with procedures laid down in *the Bank's Procurement Policies and Rules*.

This *Standard Procurement Document* has been prepared for the use by the Bank's public sector clients in projects financed by the Bank. They reflect procedures and practices which have been developed through broad international experience, and comply with the Bank's *Procurement Policies and Rules*.

Complementing this document are the Bank's *Procurement Guidance Notes on the Assessment of Qualification*, the Guidance Notes), which explain the reasons for this procedure and its advantages, and provide general guidance to clients and their consultants, assisting them with the procurement process. The Guidance Notes do not constitute part of the Prequalification Document and must not be included in the document circulated to applicants.

B. Instructions for use

This *Standard Procurement Document* is intended to assist Clients in the process of prequalifying applicants, who wish to tender for works contracts.

The term “Client” used in this document refers to the “Employer” of a works contract, which is the terminology of the Bank’s standard procurement documents.

This document includes the following:

- *Invitation for Prequalification*
- *Section I: Instructions to Participants*
- *Section II: Data Sheet*
- *Section III: Evaluation Methodology*
- *Section IV: Eligibility and Qualification Criteria*
- *Section V: Forms*
- *Section VI: Requirements*

Care should be taken when preparing prequalification document to ensure that the prequalification criteria are clear and explicit, and that they reflect the needs and characteristics of the specific contract(s) being tendered.

The following directions should be observed when using this Standard Procurement Document:

- The Instructions to Participants should be used without change.
- The Data Sheet should follow the general format of this document but data and criteria specific to the proposed prequalification must be prepared.
- The forms will require adaptation to a greater or lesser degree to suit the requirements of a specific prequalification/contract/project.
- The ***italicised notes in boxes*** in the Data Sheet are not part of the text. They contain guidance and instructions for the drafter of the specific prequalification document. They should not be incorporated in prequalification document.
- The italicised notes in boxes in the Forms are part of the text. They contain guidance and instructions for the applicants. They should be left in the prequalification document, but the applicants shall be informed that they should not be incorporated in their applications.
- Where alternative clauses or texts are shown, the drafter should select those that best suit the particular case, and should discard the alternative text that is not used or draft a new text and discard all the alternatives.

C. Invitation for Prequalification

The Invitation for Prequalification provides information that enables potential applicants to decide whether to participate.

The Invitation for Prequalification must be published after the publication of the General Procurement Notice for the project on the Bank's Procurement Opportunities website (www.ebrd.com).

The Invitation for Prequalification shall be advertised on the Client's own procurement website and/or official government procurement portal, where available, or in a newspaper with large circulation in the client's country or in official gazettes or international trade publications, as appropriate. It shall also be sent to potential tenderers that have responded with an expression of interest to the General Procurement Notice. In addition, the notice shall be submitted to the Bank which will publish the notice on the Bank's website (www.ebrd.com) and/or the Bank's e-procurement portal. The Bank shall also arrange for publication in the United Nations Development Business and in the Official Journal of the European Union. In order to facilitate the participation of sub-contractors and suppliers in contracts or the creation of joint ventures and consortia, wherever possible, the Client shall make available to interested parties the list of potential tenderers that have acquired prequalification document.

Although the Invitation for Prequalification does not form part of the Prequalification Document, it shall be submitted to the Bank as part thereof, for review and no objection. The information in the Invitation for Prequalification must be consistent with, and reflect the information provided in, the Prequalification Document.

[Country]

[Project title]

Invitation for Prequalification

[Title of contract]

This Invitation for Prequalification follows the General Procurement Notice for this project which was published on the EBRD website, *Project Procurement Notices* (<http://www.ebrd.com/pages/workingwithus/procurement/project.shtm>) on [state the date of publication].

Procurement will be carried out in accordance with the EBRD “Procurement Policies and Rules” (PPR), which are published on the Bank’s website.

[Name of Client], hereinafter referred to as “the Client”, has applied for [has received] a loan from [a grant from [insert name of the Donor] via] the European Bank for Reconstruction and Development, hereinafter referred to as “the Bank”, and intends using part of the proceeds towards the cost of [insert name of the Project], hereinafter referred to as “the Project”.

The Client intends prequalifying individuals, firms and consortia to tender for the following contract(s), hereinafter referred to as “the Contract”, to be funded from part of the above proceeds:

[Provide a concise description of the works for each contract, as may be applicable. Provide locations, estimated time schedule, and advise if any contracts are to be performed concurrently or otherwise separately.]

Prequalification and procurement of contracts to be financed with the above proceeds is open to firms and individuals from any country.

The prequalification document, upon request, will be dispatched electronically free of charge or may be downloaded from the internet using the following link: ***[insert specific internet link]***.

The prequalification applications must be duly completed and submitted to the Client on or before ***[specify time and date of deadline for application submission]***.

The date for submission of applications shall be not less than 25 calendar days after the date of publication of the Invitation for Prequalification or the availability of the Prequalification Document, whichever is the latest. A longer period would be appropriate for complex or large contracts and for those requiring a clarification meeting or site visit, or when the application shall be submitted in several languages

Interested firms or individuals may obtain further information from the following office:

..... ***[Insert name of Contact]***
 ***[Insert name of Client]***
 ***[Insert Address of Client]***
 ***[Insert Tel No.:]***
 ***[Insert email address]***

STANDARD PROCUREMENT DOCUMENT PREQUALIFICATION (WORKS)

PROCUREMENT OF:

Issued on:	
Prequalification No:	
Client:	
Project:	
Country:	

Prequalification Document

TABLE OF CONTENTS

Section I: Instructions to Participants (ITP)	1
Section II: Data Sheet (DS)	18
Section III: Evaluation Methodology	28
Section IV: Eligibility and Qualification Criteria	33
Section V: Forms.....	42
Section VI: Requirements.....	80

Section I: Instructions to Participants (ITP)

TABLE OF CONTENTS

A.	GENERAL	2
1	Scope of Application.....	2
2	Source of Funds	2
3	Prohibited Practices	3
4	Eligible Participants.....	4
5	Cost of participation in Prequalification.....	7
6	Language of Prequalification.....	7
B.	Contents of Prequalification Document	7
7	Prequalification Document	8
8	Clarification of Prequalification Document	8
9	Amendment of Prequalification Document.....	9
C.	Preparation of Applications	9
10	Documents Comprising the Application	10
11	Letter of Application	10
12	Documents Establishing Eligibility and Qualifications of Participants	10
13	Format and Signing of Applications.....	10
D.	Submission and Opening of Applications	11
14	Submission of Application	12
15	Withdrawal and Modification of Applications	12
16	Deadline for Submission of Applications	12
17	Late Applications	12
18	Application Opening	12
E.	Examination and Evaluation of Applications	12
19	Confidentiality.....	13
20	Clarification of Applications	13
21	Evaluation of Applications.....	13
22	Client's Right to Accept Any Application, and to Reject Any or All Applications	14
F.	Notification to Participants	14
23	Notification of Outcome of Prequalification.....	15
24	Invitation to Tender	15
G.	Complaints	16
25	Complaint Procedure.....	17

Instructions to Participants

A. General

- 1 Scope of Application**
- 1.1 The Client indicated in Section II, Data Sheet, hereinafter referred to as “DS”, issues this Prequalification Document for the procurement of the contract(s) described in Section VI, Requirements, hereinafter referred to as “the Contract”, to be implemented under within the framework of the project, specified in the DS, hereinafter referred to as “the Project”.
- The title and identification of the Prequalification process as well as the number of contracts (lots) and their titles are provided in the DS.
- Procurement will be carried out in accordance with the EBRD’s “Procurement Policies and Rules”, hereinafter referred to as “PPR”, which are published on the Bank’s website. The applicable version of the PPR is specified in the DS.
- 1.2 Unless otherwise stated throughout this Prequalification Document, definitions and interpretations shall be as prescribed in Section I, Instructions to Participants, hereinafter referred to as “ITP”.
- 1.3 The Client intends prequalifying eligible applicants, hereinafter referred to as “Applicant” or “Participant”, to tender for the Contract.
- 1.4 The tentative procurement schedule is outlined in the DS.
- 1.5 The tender document will be modelled on the Bank’s Procurement Document, as specified in the DS.
- 1.6 The type of contract to be used is specified in the DS.
- 2 Source of Funds**
- 2.1 Unless otherwise stated in the DS, the Borrower/the Grant Recipient (hereinafter called “Borrower” or “Grant Recipient”, as appropriate) indicated in the DS has applied for or received financing (hereinafter called “funds”) from/via the European Bank for Reconstruction and Development (hereinafter called the “Bank”) toward the cost of the Project. The Borrower/the Grant Recipient, if different from the Client, intends to make available to the Client a portion of the funds and/or the Client will use the funds for eligible payments under the Contract for which this Prequalification Document is issued.
- 2.2 Unless otherwise stated in the DS, payments by the Bank will be made only at the request of the Borrower/the Grant Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower/the Grant Recipient and the Bank (hereinafter called the “Loan Agreement” or “Grant Agreement”, as appropriate) and will be subject in all respects to the terms and conditions of that Loan Agreement/Grant Agreement. No party other than the Borrower/the Grant Recipient shall derive any rights from the Loan Agreement/the Grant Agreement or have any claim to the funds. The proceeds of the Bank’s loan or grant

administered by the Bank will not be used for payments to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

3 Prohibited Practices

- 3.1 The Bank requires that Borrowers/the Grant Recipients (including beneficiaries of Bank's loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
- 3.2 The Borrower/the Grant Recipient (including beneficiaries of Bank's loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.
- 3.3 The Bank may declare any contract subsequently awarded to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:
- (a) the Borrower/the Grant Recipient (including beneficiaries of Bank's loans or grants administered by the Bank), Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.
 - (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals;
- 3.4 In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.
- 3.5 In contracts financed by the Bank, the Bank requires a provision mandating Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the Site and/or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.

The Participants, suppliers, sub-suppliers, contractors, sub-

contractors, concessionaires, consultants, and sub-consultants shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract

- 3.6 Prohibited Practices and other terms in this provision have the meaning as defined in the Enforcement Policy and Procedures or in the Prequalification Document.

The applicable version of the Enforcement Policy and Procedures is specified in the DS.

4 Eligible Participants

- 4.1 A Participant may be a natural person, private entity, government-owned entity or any combination of such entities in the form of a Joint Venture, Consortium, or Association joint venture, consortium, or association (JVCA).

In the case of a JVCA:

- (a) unless otherwise specified in the DS, the application shall be signed by all JVCA partners; and
 - (b) the JVCA shall nominate a Representative (the Lead Partner) who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the Prequalification process.
- 4.2 Unless stated otherwise in the DS, subject to the conditions specified in the ITP 4.3 to 4.8 below, a Participant from any country may apply for Prequalification.

A Participant shall be deemed to have the nationality of a country if the Participant is a citizen of, or is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract.

- 4.3 A Participant shall not have a conflict of interest. All Participants found to have a conflict of interest shall be disqualified. A Participant may be considered to have a conflict of interest with one or more parties in this Prequalification process, if:
- (a) they have controlling partners in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this prequalification; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the prequalification of another Participant, or influence the decisions of the Client regarding this Prequalification process; or
 - (e) a Participant, its affiliates or parent organisation has participated in the feasibility or design stages of the Project. In which case that Participant, its affiliates or parent organisation shall not be eligible to participate in a prequalification for contracts involving the supply of goods, works or services, including architectural or engineering services, for the Project, unless it can be demonstrated that such participation would not

constitute a conflict of interest. Such determination must be made prior to the submission of a prequalification application; or

- (f) a Participant, its affiliates or parent organisation has participated as a consultant in the preparation of Section VI, Requirements, which is the subject of the prequalification; or
- (g) a Participant, its affiliates or parent organisation has been hired, or is proposed to be hired, by the Client or the Borrower/the Grant Recipient for the supervision of the Contract.

- 4.4 Notwithstanding the provisions of ITP 4.3 above, a firm may apply for prequalification both individually and as part of a JVCA.

However, a firm or a member of a JVCA, if prequalified, may participate as a tenderer in only one tender for the Contract, either individually or as a partner in a JVCA. Submission or participation by a tenderer in more than one tender for the Contract will result in the disqualification of all tenders for that Contract in which the party is involved. However, this does not limit the inclusion of the same subcontractors in more than one application.

Notwithstanding the above, a subcontractor is not deemed to be participating in a prequalification or a follow up tender.

- 4.5 A Participant shall be disqualified if the Participant is under a declaration of ineligibility by the Bank in accordance with ITP 3, at the date of the deadline for application submission or thereafter.
- 4.6 No affiliate of the Borrower/the Grant Recipient, or the Client, or of a procurement agent engaged by the Client, shall be eligible to participate in a prequalification in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Borrower/the Grant Recipient, the Client or the Client's agent and affiliate.
- 4.7 Participants shall provide such evidence of their eligibility satisfactory to the Client, as the Client may reasonably request.
- 4.8 Firms or individuals shall be excluded from participation in a procurement process or resulting contract award, if:
- (a) it has been convicted of an intentional crime, or an affiliate of the firm has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank;
 - (b) it is prohibited under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to the Bank;
 - (c) any import of goods from the Participant's country or any payments to persons or entities in that country are prohibited

by sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

-
- | | | |
|--|-----|--|
| 5 Cost of participation in Prequalification | 5.1 | The Participant shall bear all costs associated with the preparation and submission of its application, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process. |
| 6 Language of Prequalification | 6.1 | <p>The applications, as well as all correspondence and documents relating to the Prequalification exchanged by the Participant and the Client, shall be written in the language specified in the DS.</p> <p>Supporting documents and printed literature that are part of the application may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the application, such translation shall govern.</p> |

B. Contents of Prequalification Document

- | | | | |
|----------|---|-----|---|
| 7 | Prequalification Document | 7.1 | <p>The Prequalification Document consists of the Sections detailing the Prequalification Procedures indicated below, and should be read in conjunction with any amendments or addenda issued in accordance with ITP 9:</p> <ul style="list-style-type: none"> ▪ Section I: Instructions to Participants ▪ Section II: Data Sheet ▪ Section III: Evaluation Methodology ▪ Section IV: Eligibility and Qualification Criteria ▪ Section V: Forms ▪ Section VI: Requirements |
| | | 7.2 | <p>The Invitation for Prequalification issued by the Client is not part of the Prequalification Document.</p> |
| | | 7.3 | <p>A Participant shall obtain the Prequalification Document from the source stated in the Invitation; otherwise the Client is not responsible for the completeness of the Prequalification Document.</p> |
| | | 7.4 | <p>The Participant is expected to examine all instructions, forms, terms and information in the Prequalification Document. Failure to furnish all information or documentation required by the Prequalification Document may result in the rejection of the application.</p> |
| 8 | Clarification of Prequalification Document | 8.1 | <p>The Participant requiring any clarification of the Prequalification Document shall contact the Client in writing, as described in the DS, or raise his enquiries during the clarification meeting if provided for in accordance with ITP 8.4.</p> <p>The Client will respond to any request for clarification, provided that such request is received not later than the number of calendar days, specified in the DS, prior to the deadline for submission of applications. The Client's response shall be in writing with copies to all Participants who have acquired the Prequalification Document in accordance with ITP 7.3, including a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Prequalification Document as a result of a request for clarification, it shall do so following the procedure described under ITP 9.</p> |
| | | 8.2 | <p>Where applicable, a Participant may visit and examine the Site, as defined in the Prequalification Document, and obtain for itself, on its own responsibility, all information that may be necessary for preparing the application and entering into the Contract. The costs of visiting the Site shall be at the Participant's own expense.</p> |
| | | 8.3 | <p>Where the Participant and any of its personnel or agents have been granted permission by the Client to enter upon its premises and lands for the purpose of such visit, the Participant, its personnel, and agents</p> |

will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.

- 8.4 The Participant's designated representative is invited to attend a clarification meeting, if provided for in the DS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

If so provided in the DS, the Client will organise a site visit.

- 8.5 A Participant is requested, as far as possible, to submit any questions in writing, to reach the Client not later than one week before the meeting.

- 8.6 Minutes of the clarification meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Participants who have acquired the Prequalification Document in accordance with ITP 7.3.

Any modification to the Prequalification Document that may become necessary as a result of the clarification meeting shall be made by the Client exclusively through the issue of an amendment pursuant to ITP 9 and not through the minutes of the clarification meeting.

- 8.7 Non-attendance at the clarification meeting will not be a cause for disqualification of a Participant.

9 Amendment of Prequalification Document

- 9.1 At any time prior to the deadline for submission of applications, the Client may amend the Prequalification Document by issuing amendment.

- 9.2 Any amendment issued shall be part of the Prequalification Document and shall be communicated in writing to all Participants, who have obtained the Prequalification Document in accordance with ITP 7.3.

- 9.3 To give Participants reasonable time in which to take an amendment into account in preparing their applications, the Client may, at its discretion, extend the deadline for the submission of applications.

C. Preparation of Applications

- | | |
|---|--|
| 10 Documents Comprising the Application | <p>10.1 The submission shall comprise the following:</p> <ul style="list-style-type: none"> (i) Letter of Application with the Covenant of Integrity attached thereto; (ii) duly authorised power of attorney, indicating that the person(s) signing the application have the authority to sign the application; (iii) company charter(s) and registration (incorporation) documents; (iv) completed forms, furnished in Section V, Forms; (v) documentary evidence establishing the Participant's eligibility and qualifications in support of the relevant forms furnished in Section V, Forms; (vi) in the case of an application submitted by a JVCA, the JVCA agreement or a letter of intent signed by all partners to the JVCA; and (vii) any other documents and the additional information, if so required in the DS. |
| 11 Letter of Application | <p>11.1 The Participant shall submit the Letter of Application using the form furnished in Section V, Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> |
| 12 Documents Establishing Eligibility and Qualifications of Participants | <p>12.1 To establish its qualifications to perform the Contract in accordance with the criteria set out in Section III, Evaluation Methodology and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in Section V, Forms.</p> <p>12.2 Failure to provide information, which is essential to evaluate the Participant's qualifications, may result in the disqualification of the Participant.</p> <p>12.3 If a Participant wishes to claim the experience and capability of its parent company for the purposes of meeting the qualification requirements, in addition to the documents and information listed in ITP 10.1, the Participant shall submit with its application a letter of intent from its parent company to provide an irrevocable parent company's guarantee with the Participant's tender, either using the form included in Section V, Forms or in another substantially similar form, subject to the Client's approval prior to application submission. The letter of intent shall be duly signed by an authorised representative (a copy of the authorisation shall be enclosed).</p> <p>Failure to furnish a suitable letter of intent to provide an irrevocable parent company's guarantee with the Participant's tender may result in the disqualification of the Participant.</p> |
| 13 Format and Signing of Applications | <p>13.1 The Participant shall prepare one original of the documents comprising the application as described in ITP 10.</p> |

If required in the DS, in addition, the Participant shall submit copies of the application, in the number specified in the DS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 13.2 The original and all copies of the application, where appropriate, shall be made in writing and shall be signed by a person duly authorised to sign on behalf of the Participant. This authorisation shall be in a form of a power of attorney and shall be attached to the application. The name and position held by each person signing the authorisation must be stated below the signature.
- 13.3 An application submitted by a JVCA shall comply with the following requirements:
 - (a) shall be signed so as to be legally binding on all partners; and
 - (b) include the Representative's authorisation referred to in ITP 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.
- 13.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the application.

D. Submission and Opening of Applications

- | | | |
|---|------|---|
| 14 Submission of Application | 14.1 | Participants shall submit their applications, as specified in the DS. |
| 15 Withdrawal and Modification of Applications | 15.1 | At any time prior to the deadline of submission of applications, stated in ITP 16.1, a Participant may withdraw or modify its application after it has been submitted, following the process specified in the DS. |
| 16 Deadline for Submission of Applications | 16.1 | Applications shall be received by the Client at the address and no later than the date and time indicated in the DS. |
| | 16.2 | The Client may, at its discretion, extend the deadline for the submission of applications by amending the Prequalification Document in accordance with ITP 9, in which case all rights and obligations of the Client and Participants previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 17 Late Applications | 17.1 | Unless stated otherwise in the DS, the Client shall not consider any Application that arrives after the deadline for submission of Applications. |
| 18 Application Opening | 18.1 | The Client shall conduct the Application Opening, as described in the DS. |
| | 18.2 | The Client shall prepare a record of the Application Opening that shall include, as a minimum: the name of the Participant, and whether there is a withdrawal, or modification. A copy of the record shall be distributed to all Participants who submitted Applications and posted online when electronic Prequalification is permitted. |

E. Examination and Evaluation of Applications

- 19 Confidentiality**
- 19.1 Information relating to the evaluation of applications shall not be disclosed to Participants or any other persons not officially concerned with such process until information on the outcome of Prequalification is communicated to the Participants.
- 19.2 Any attempt by a Participant to influence the Client's evaluation of the applications may result in the rejection of its application.
- 19.3 Notwithstanding the above, from the time of Application Opening to the time, when information on the outcome of Prequalification is communicated to the Participants, if a Participant wishes to contact the Client on any matter related to the prequalification process, it should do so in writing.
- 20 Clarification of Applications**
- 20.1 To assist in the examination and evaluation of the applications, the Client may, at its own discretion, ask any Participant for a clarification of its application, allowing a reasonable time for response. Any clarification submitted by a Participant that is not in response to a request by the Client may not be considered. The Client's request for clarification and the response shall be in writing.
- 20.2 If a Participant does not provide clarifications of its application or substantiations of the information supplied, by the date and time set in the Client's request for clarification, its application may be rejected.
- 21 Evaluation of Applications**
- 21.1 The Client shall use the criteria and methodology specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 21.2 The Client's evaluation of a Participant's qualification shall be based on the contents of the application itself, as defined in ITP 10 and ITP 12, and clarifications thereof.
- 21.3 The Client may request Participants to submit any missing documentation and reserves the right to waive:
- (a) any omissions in applications that do not preclude his evaluation of a Participant's qualification;
 - (b) any minor deviations from the criteria, if they do not materially affect the capability of a Participant to perform the Contract.
- 21.4 The determination shall be based upon an examination of the documentary evidence of the Participants' qualifications submitted by the Participants.
- A Participant shall be prequalified unconditionally, if he meets all the qualification criteria.
- A Participant may be prequalified conditionally, if he fails to meet some criteria, that may be corrected in future before tender

submission.

21.5 An affirmative determination whether the Participants meet conditionally or unconditionally the qualifying criteria specified under ITP 21.1 shall be a prerequisite for inviting the Participants to tender. A negative determination shall result in the disqualification of the Participant.

21.6 The capabilities and qualifications of the suppliers and subcontractors proposed by the Participants for the major and/or specialised items, works or services, where applicable, will be evaluated for acceptability and may be taken into account for evaluation of the qualification of the Participant, in accordance with the criteria and methodology specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria.

**22 Client's Right to
Accept Any
Application, and to
Reject Any or All
Applications**

22.1 The Client reserves the right to accept or reject any application, and to cancel the Prequalification process and reject all applications at any time prior to the time, when information on the outcome of Prequalification is communicated to the Participants, without thereby incurring any liability to the Participants. In the case of cancellation of the Prequalification process, all applications submitted shall be promptly returned to the Participants.

F. Notification to Participants

- 23 Notification of Outcome of Prequalification**
- 23.1 The Client shall notify all Participants about the outcome of Prequalification in writing.
- 23.2 The notification shall include, as a minimum: the names of the prequalified Participants.
- 23.3 In addition to information to be sent in accordance with ITP 23.2, the notification to be sent to conditionally prequalified Participants shall list the specific conditions of their prequalification and the time period within which these conditions are to be met.
- 23.4 In addition to information to be sent in accordance with ITP 23.2, the notification to be sent to the rejected Participants shall state the specific reasons for the rejection of their applications.
- 23.5 Only individuals, firms and JVCA that have been prequalified under this Prequalification will be eligible to tender.
- 23.6 The Client shall make publicly available to any interested party and shall send for a publication on the Bank's website the list of prequalified Participants immediately after information on the outcome of Prequalification is communicated to all Participants.
- 23.7 After publication of the outcome of Prequalification, unsuccessful Participants may request in writing to the Client for a debriefing seeking explanations on the grounds upon which their application was rejected. The Client shall promptly respond in writing to and arrange a debriefing of any unsuccessful Participant who, after publication of the outcome of Prequalification, requests a debriefing.
- 23.8 Subject to ITP 23.5, the Client will notify the Participants of any changes in the list of prequalified Participants prior to the tender opening.
- 24 Invitation to Tender**
- 24.1 The Client shall invite to tender for the Contract only those Participants who have been prequalified under this procedure.
- 24.2 At any time after information on the outcome of Prequalification was communicated to the Participants the Client reserves the right to:
- (a) amend the scope and the cost estimates of the Contract to be tendered, in which event only those prequalified Participants who meet the amended requirements may be invited to tender for the Contract; or
 - (b) cancel the outcome of Prequalification.

The Client shall neither be liable nor be under any obligation to inform

the Participants of the grounds for such action.

- 24.3 At the time of submitting their tenders, prequalified Participants shall update the relevant information used at Prequalification to confirm that they continue to comply with the qualification criteria. A tenderer may be disqualified at the time of the Contract award if it no longer meets the qualification requirements or if the tenderer, who was conditionally prequalified, is unable to meet the conditions specified in accordance with ITP 23.3.
- 24.4 The formation of a new JVCA after Prequalification, any change in a prequalified JVCA or prequalification of any individual partners of a dissolved prequalified JVCA shall be subject to the written approval of the Client prior to the deadline stated in the tender document. Such approval may be denied if:
- (a) partners withdraw from a JVCA and the remaining partners do not meet the qualifying requirements;
 - (b) the level of participation by partners or the structure of the JVCA is substantially changed;
 - (c) the new JVCA or an individual partner of a dissolved prequalified JVCA is not qualified;
 - (d) in the opinion of the Client, it may lead to a substantial reduction in competition; or
 - (e) a request for a change in the prequalification status of tenderers (prequalified Participants) is received by the Client after the deadline stated in the tender document.

G. Complaints

- 25 Complaint Procedure** 25.1 In the event that any Participant wishes to submit a formal complaint with regard to any aspect of the procurement process, the Participant shall follow the procedures, which can be found at the following link (www.ebrd.com/work-with-us/procurement/project-procurement-complaints.html).

Section II: Data Sheet (DS)

Section II, Data Sheet, provides the specific information in relation to the corresponding paragraphs in Section I, Instructions to Participants, and must be prepared by the Client for each specific Prequalification.

The Client should specify in the Data Sheet information and requirements specific to the circumstances of the Client, the Contract, the processing of the Prequalification and subsequent tender process and the applicable rules regarding the evaluation of qualification that will apply to the applicants.

In preparing Section II, Data Sheet, the following aspects should be checked:

- (a) information that specifies and complements provisions of Section I, Instructions to Participants, must be incorporated;*
- (b) amendments, if any, to the provisions of Section I, Instructions to Participants, as necessitated by the circumstances of the specific procurement, must also be incorporated and emphasised.*

Where applications are being invited for a number of contracts, suitable wording should be introduced, to allow applicants to apply for individual contracts or groups of contracts.

Boxed guidance notes and provisions in italics font are illustrative provisions containing instructions and guidance which the drafter should follow. They are not part of the text, and should not be included in the final Prequalification Document.

All reference numbers provided in this Section shall be construed as reference numbers in Section I, Instructions to Participants.

Provisions entitled "EXAMPLE" in this Section are optional and may be revised, supplemented and included in the final Prequalification Document at the Client's discretion.

A. General

ITP 1 Scope of Prequalification

ITP 1.1 The Client is: *[specify the name of the Client]*

The Project is: *[specify the name of the Project]*

The title of the Prequalification process is: *[insert complete title]*

The identification number of the Prequalification process is: *[insert identification number]*

The number of contracts (lots) and titles of contracts, for which the Prequalification Document are issued: *[insert the number of contracts and list their titles]*

The applicable version of the PPR is *[insert the edition of the applicable PPR]*

The estimated cost of the contract should not normally be disclosed in the Data Sheet or in the Invitation for Prequalification.

ITP 1.4 The indicative procurement schedule is as follows:

Invitation for Prequalification: *[specify planned month and year]*

Submission of Applications: *[specify planned month and year]*

Results of Prequalification: *[specify planned month and year]*

Invitation to Tender: *[specify planned month and year]*

Submission of Tenders: *[specify planned month and year]*

Contract Award: *[specify planned month and year]*

ITP 1.5 The tender document will be based on *[specify the type of the Bank's Standard Procurement Document to be used for the tendering process]*.

Example:

The tender document will be based on the Bank's Standard Procurement Document through open procurement using the two-stage tender procedure.

ITP 1.6 The contract will be modelled upon *[specify the type of the contract terms and conditions to be used]*.

Example:

The contract will be a re-measurement unit rate based fixed price contract.

FIDIC Conditions of Contract for Construction, First Edition, 1999, will be used as a basis.

ITP 2 Source of Funds

ITP 2.1 The Borrower: *[specify the name of the Borrower]*, as appropriate

The Grant Recipient is: *[specify the name of the Grant Recipient]*, as appropriate

[If necessary, please provide additional information regarding the source or form of funds, the relationships between the Borrower and the Client or beneficiary of the funds]

ITP 2.2 *[If necessary, please provide information regarding the payment arrangements, if different from the ones described in the Instructions]*

ITP 3 Prohibited Practices

ITP 3.6 The applicable version of the EPP is *[insert the edition of the applicable EPP]*

ITP 4 Eligible Participants

ITP 4.1 *[If necessary, please provide alternative options/requirements in respect of signing application by JVCA partners]*

ITP 4.2 *[Please provide specific information, if there are any eligibility restrictions]*

ITP 6 Language of Prequalification

Unless otherwise agreed with the Bank, procurement documentation, including all published procurement notices, shall be prepared and issued by the Client in one of the Bank's working languages. In the interest of broad competition as well as economy and efficiency, the Client may prepare further sets, or parts, of the tender documentation in the local language, in order to assist local firms in tendering.

All documents required by the Bank for review and notification purposes shall be submitted to the Bank in English. In the event of a procurement complaint, the Bank may also require certified English translations of the relevant documents. The Bank will determine on the basis of such English language documentation whether procurement has been carried out in accordance with procedures.

ITP 6.1 The language of the Prequalification is: *[insert language]*

B. Contents of Prequalification Document

ITP 8 Clarification of Prequalification Document

ITP 8.1 All requests for clarifications shall be sent to the Client's address below:

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

Street Address: *[insert street address and number]*

Floor/Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Postal Code: *[insert postal code]*

Country: *[insert name of country]*

Alternatively, the requests for clarifications may be sent to the Client's address below:

E-mail address: *[insert e-mail address]*

Clients, wishing to use e-prequalification, shall provide a description of the electronic clarification procedure.

ITP 8.1 All requests for clarifications shall be sent to the Client as follows:

[describe the electronic clarification procedure]

Requests for clarification shall be received by the Client no later than *[insert number of calendar days]*, prior to the deadline for submission of applications.

The deadline for clarification requests would normally be set at a date no later than 14 calendar days prior to the deadline for submission of applications.

ITP 8.4 A clarification meeting *[insert "will" or "will not"]* take place.

[If applicable]

The clarification meeting will take place in

Place: *[insert place, if applicable]*

on the following date:

Date: *[insert date, if applicable]*

Time: *[insert time, if applicable]*

A site visit conducted by the Client *[insert “will” or “will not”]* be organised.

[If applicable]

The site visit will take place in

Place: *[insert place, if applicable]*

on the following date:

Date: *[insert date, if applicable]*

Time: *[insert time, if applicable]*

Clarification meeting and site visit, if any, should normally take place at least 14 calendar days prior to the deadline for application submission and coincide with the deadline for clarification requests specified in ITP 8.1 above.

Clients are recommended to arrange site visit, if any prior, to holding the clarification meeting.

C. Preparation of Applications

ITP 10 Documents Comprising the Application

ITP 10.1 Participants shall also provide the following information:

- (i) licences (permissions) for the following activities:
[list specific activities which by law are subject to licensing/permission by authorities which are necessary for implementing the Contract]
- (ii) evidence of participation (membership) in self-regulating associations;
- (iii) the list of planned subcontractors/suppliers/vendors;
- (iv) information on debarment resulting from contracts completed or under execution by the Participant for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation methodology and Section IV, Eligibility and Qualification Criteria;
- (v) the names and addresses of the Participant's bank(s);
- (vi) the authorisation allowing the Client to request verification from the Participant's bank(s);
- (vii) annual financial statements, supported by audit statements or tax returns/acceptance by the tax authorities for the period, stated in the methodology and relevant criteria, specified in in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;
- (viii) complete information on any current and past litigation and/or arbitration (with an indication of the matters in dispute, the parties involved, the amounts in dispute and the outcome, where available) resulting from contracts completed or under execution by the Participant for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;
- (ix) complete information on any termination of contracts (with an indication of the causes of the termination and the parties involved) completed or under execution by the Participant for the for the period, stated in the methodology and relevant criteria, specified in in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;
- (x) Environmental, Social, Health and Safety certificates, in-house policies and procedures;

[List further additional information, as appropriate]

Clients are required to list only documents, which are additional to the list of mandatory documents specified in ITP 10.1.

Clients are recommended to minimise the documentation to be submitted but reserving the right to request additional documents, if necessary.

ITP 13 Format and Signing of Applications

ITP 13.1 In addition to the original of the application, the Participant ***[insert "shall" or "shall not"]*** submit its copies.

[If applicable]

The number of copies: ***[insert number of copies required]***.

The Client may request submission of the application in electronic format. A clear statement to this effect must be made in the Prequalification Document.

D. Submission and Opening of Applications

ITP 14 Submission of Application

ITP 14.1 Procedures for submission, sealing and marking are as follows:

Participants submitting applications by mail or by hand shall enclose the original and copies of the applications in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL" and "COPY". These envelopes shall then be enclosed in one single package;

The inner and outer envelopes shall:

- (a) bear the name and address of the Participant;
- (b) be addressed to the Client;
- (c) bear the specific identification of this Prequalification process; and
- (d) bear a warning not to open before the time and date for Application Opening.

If envelopes and packages are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the application.

Clients, wishing to use e-prequalification, shall provide a description of the electronic application submission procedures.

ITP 14.1 Participants submitting their applications electronically shall follow the submission as follows:

[describe the electronic application submission]

ITP 15 Withdrawal and Modification of Applications

ITP 15.1 A Participant may withdraw or modify its application after it has been submitted. by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITP 14.2, (except that withdrawal notices do not require copies). The corresponding modification of the application must accompany the respective written notice. All notices must be: prepared and submitted in accordance with ITP 14 and ITP 15 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," or "Modification"; and

Applications requested to be withdrawn shall be returned to the Participants.

Clients, wishing to use e-prequalification, shall provide a description of the electronic withdrawal/modification procedures.

ITP 15.1 Participants submitting their applications electronically shall follow the withdrawal /modification procedure as follows:

[describe the electronic withdrawal/modification procedure]

ITP 16 Deadline for Submission of Applications

ITP 16.1 For application submission purposes only, the Client's address is:

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

Street Address: *[insert street address and number]*

Floor/Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Postal Code: *[insert postal code]*

Country: *[insert name of country]*

[Please specify, if the applications shall be sent electronically]

The applications shall be sent electronically to the Client's address below:

E-mail address: *[insert e-mail address]*

Clients, wishing to use e-prequalification, shall provide a description of the electronic application submission procedures.

ITP 16.1 Participants submitting their applications electronically shall follow the submission as follows:

[describe the electronic application submission]

ITP 16.1 The deadline for application submission is:

Date: *[insert the date]*

Time: *[insert the time]*

ITP 17 Late Applications

ITP 17.1 *[If applicable, please state if the late applications will be considered by the Client]*

ITP 18 Application Opening

The date for Application Opening must be the same as for application submission specified under ITP 16.1 above. The time specified for Application Opening should normally be the same as for the deadline for application submission or promptly thereafter.

ITP 18.1 The time of Application Opening is:

Date: *[insert the date]*

Time: ***[insert the time]***

The Client shall conduct the Application Opening in the presence of Participants' designated representatives, who chooses to attend, and at the address specified below:

The Application Opening shall take place at:

Street Address: ***[insert street address and number]***

Floor/Room number: ***[insert floor and room number, if applicable]***

City: ***[insert name of city or town]***

Postal Code: ***[insert postal code]***

Country: ***[insert name of country]***

First, submissions marked "Withdrawal" shall be read out and the corresponding applications shall not be opened, but returned to the Participants. No application withdrawal shall be considered unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal.

Next, submissions marked "Modification" shall be opened and read out with the corresponding application. No application modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification.

Subject to ITP 17, only applications that are opened and read out at Application Opening shall normally be considered further.

The Client shall open all other applications one at a time and read out: the name of the Participant and any other details as the Client may consider appropriate. No applications shall be rejected at the Application Opening.

Clients, wishing to use e-prequalification, shall provide a description of the electronic application opening procedure.

ITP 18.1

The Client will apply the following procedure for the application opening:

[describe the electronic application opening procedure]

Section III: Evaluation Methodology

To be prequalified for tendering for the contract (lots), the Participant must demonstrate to the Client that it substantially satisfies the requirements of the Prequalification and meets all eligibility criteria, stated in ITP 4, as well as the qualification criteria specified hereafter as well as in the Tables in Section IV, Eligibility and Qualification Criteria:

When the prequalification refers to more than one contract for the works are to be tendered on a 'slice and package' basis, specific criteria should be established for every lot, any combination of lots, and for the whole package. Participants should be classified in accordance with their capacities and qualification, in respect of the lots they can be contracted for or the whole package.

EXAMPLE:

The quantitative criteria mentioned below shall be set in the Tables in Section IV, Eligibility and Qualification Criteria, only.

Financial Situation

The submitted annual financial statements for the required period must demonstrate the soundness of the Participant's financial position, showing long term profitability. Consistent losses or a risk of insolvency shown in the accounts may be cause for the disqualification of the Participant.

The monetary values in the Forms shall be expressed in equivalent of **[specify the currency]**.

The values in other currencies than the defined currency should be recalculated into the above stated currency, based on the exchange rate as set by **[state the bank, relevant to the currency]** on the 1st of July of each year reported.

The values of the projected assets, unencumbered real assets, planned lines of credit, and other financial means, as well as liabilities and commitments for the period of the expected contract implementation, shall by recalculated into the above stated currency, using the exchange rate as of the date of publication of the Invitation for Prequalification.

The required period for provision of the financial information is normally three to five years.

The required amount in respect of turnover should normally be not less than 2.5 times the estimated annual cash flow in the proposed contract (based on a straight line projection). The coefficient may be smaller for very large (in excess of EUR 100 million equivalent) or very small contracts (EUR 5 million equivalent or less), but not less than 1.5, and should take into consideration special country circumstances.

The Participant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the construction cash flow for the contract for a stated period of months, taking into account the Participant's commitments under other contracts.

The required amount shall be calculated on the estimated cash flow for the contract for a number of months, taking into account the expected payment terms under the contract. For example, the referred period may be defined as the time needed by the Client to pay a contractor's invoice, allowing for (i) the time of construction from the beginning of the month invoiced; (ii) the time needed to issue the interim payment certificate/invoice; (iii) the time needed to pay the certified/invoiced amount, and (iv) a contingency period of normally one month to allow for unforeseen delays.

The Participant shall have the above mentioned financial resources free of ongoing obligations and/or pending contract awards, for which the Participant shall provide information.

The Client may reject the application if the level of the confirmed commitments to be carried out in parallel with the Contract exceeds the Participant's annual turnover for the previous year by a factor of **[insert the figure]**.

The factor shall normally be 2, but in any case not less than 1.5

Where necessary, the Client may make inquiries with the Participant's banks.

Experience

The Participant shall meet the minimum criteria for general, management and specific experience for the set period of time.

The required period is normally three to five years.

Normally at least two contracts of comparable magnitude shall be considered. The individual value of such contracts should be not less than 60 percent of the estimated cost of the Contract. However, the criterion shall be more rigorous in projects requiring considerable specialized experience.

The similarity shall be based on the key construction activities for the Contract

In respect of specific operations the list of the expected construction/production rates for the key construction activities of the contract shall be used.

Participants should have performed operations of a volume and quality similar to those required for the project. For example, where large volume earthworks, tunnelling or concrete placing is involved, the Participant should demonstrate experience in those operations, having performed them at rates comparable to the peak rate required for the project. The construction/production rates shall not be less than 75 per cent of the expected rates at peak periods.

Moreover, the list may include highly specialised operations such as, for example, design, installation and commissioning of specialised engineering systems, underwater repair work etc.

Non-Performance History

A consistent history of litigation and/or arbitration awards against the Participant or any partner of a JVCA or their non-performance under the contracts may result in failure of the application.

Moreover, if a Participant, following the judicial proceedings provided for adequate due process, is formally debarred from contracting activities by the law or official regulation of the Client's country or by the Bank, and the Client may not enter into a contract with such Participant, the Client may reject the application.

This determination shall be based solely on fully settled disputes or litigation. A fully settled dispute or litigation 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 Participant have been exhausted.

The considered period is normally three to five years.

The criterion for rejection should not be the number of reported litigations, but the proportion of arbitral awards or court decisions against the Participant. Normally the application may be rejected, should the ratio of the arbitral or court decisions against the applicant or an individual member of a JVCA exceed 25 per cent of all reported litigations.

Furthermore, it is reasonable to set the critical limit for the amount of pending litigations, as they may represent a potential indirect risk for the Client. Therefore, the Client may request that all pending litigations shall in total not represent more than 25 percent of the Participant's net worth.

An application should be rejected only if the Participant demonstrates a consistent history of non-performance under its contracts.

Specific Requirements with regard to JVCA

JVCAs must satisfy the following minimum qualification requirements:

- (a) the JVCA must satisfy collectively all the qualification criteria, for which purpose the relevant figures for each of the partners shall be added to arrive at the JVCA's total capacity;
- (b) each partner of JVCA shall fully satisfy the requirements with regard to the soundness of the financial position and non-performance history. They also shall individually meet the share/percentage of certain qualifying criteria, as stated in Section IV, Eligibility and Qualification Tables.

Taking into account joint and several liabilities of the partners in a JVCA, each partner of a JVCA shall meet not less than 30 percent of the qualifying criteria with regard to Participant's turnover and financial position. The Client may increase the above mentioned percentage. Moreover, the Client may establish higher requirements with regard to the Lead Partner of a JVCA.

The Lead Partner of the JVCA usually is expected to demonstrate that he acted as a main contractor on project(s) of similar magnitude.

The prequalification of a JVCA does not mean that any of its partners individually, or as a partner in any other JVCA, are prequalified.

Subcontractors/Sub-suppliers

In case, where the Participants plan to use specific suppliers and/or subcontractors for major and/or specialized items or services/works, the Participants shall specify the names and qualifications of such specialist subcontractors.

These services/works or supplies are those in excess of **[insert percentage]** percent of the estimated value of the Contract and/or any of the specific operations and services/works.

The percentage shall normally be not less than 10 per cent.

To be prequalified for tendering for the Contract, the Participants must demonstrate to the Client that the suppliers and subcontractors proposed by them for the above mentioned services/works substantially satisfy the following requirements:

- the Participant's subcontractors shall have successful experience in the execution of at least **[insert the number]** contracts of a nature, complexity and magnitude comparable to the services/works/supply proposed for subcontracting within the last **[insert the number]** years;
- shall have sufficient capabilities with respect to personnel, equipment, and supply or construction;
- shall have sound financial position, showing long term profitability.

The required period is normally three to five years.

Normally at least two contracts of comparable nature, complexity and magnitude shall be considered.

Should a subcontractor be determined to be unqualified or otherwise unacceptable, the application shall not be rejected, but the Participant shall be required to substitute the proposed subcontractor with an acceptable one.

Conditional prequalification

A Participant may be prequalified conditionally, if he fails to meet some of the criteria that may be corrected in future before tender submission. Such criteria may include:

- (a) composition of JVCA and/or JVCA agreement content;
- (b) critical project management;
- (c) availability of experts in specialized fields;
- (d) access to specialized equipment;
- (e) engagement of specialist subcontractors (suppliers); or
- (f) a bank commitment to provide securities and/or line of credit in the event the Participant's tender is successful.

The Participant may also be requested to provide additional critical information, or clarification with regard to the Participant's questionable ability to undertake the Contract due to the significant current commitments or the pending award of other significant contracts.

In case of conditional prequalification, the Participant shall be prequalified, subject to certain requirements, specified by the Client, being met by him prior to **[state the deadline]**.

Normally the deadline is set to be the deadline for submission of tenders, or the date of issuance of an invitation for tenders

Environmental, Social, Health and Safety (ESHS)

The Participant shall meet the criteria for ESHS records and experience for the set period of time.

The required period is normally three to five years.

Normally at least two contracts of comparable nature and complexity shall be considered.

The similarity shall be based on the key construction activities for the Contract.

Contractor's personnel and equipment availability are optional. These criteria shall normally be used at a qualification phase during the tendering stage, when all essential details of the contract, effecting response to these criteria, are better known.

If necessary, the same considerations may be taken in respect of the financial position in respect of pending litigations, meeting the contract cash flow requirements, effect of the current obligations and pending awards.

Contractor's Equipment Availability

The Participant shall own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the key items of equipment, listed in Section IV, Eligibility and Qualification Tables, being in full working order, and must demonstrate that they will be available for use in the contract.

The Participant may list alternative equipment which he would propose to use for the contract, together with an explanation of the proposal.

Contractor's Personnel Capabilities

The Participant shall provide suitably qualified personnel to the positions listed in Section IV, Eligibility and Qualification Tables.

For each position Participants shall supply information in the relevant form on a main candidate and an alternate, each of whom should meet the experience requirements specified in the respective Table.

Section IV: Eligibility and Qualification Criteria

TABLE OF CONTENTS

Eligibility and Qualification Tables:

Table 1 Eligibility.....	34
Table 2. Financial Situation	35
Table 3. Historical Contract Non-Performance	36
Table 4. Experience (Works)	37
Table 5. Environmental, Social, Health and Safety (ESHS) (Works)	39
Table 6. Contractor’s Equipment.....	40
Table 7. Contractor’s Personnel	41

Eligibility and Qualification Tables

In order to demonstrate compliance with the qualification criteria, the Participant shall provide all the requested information in accordance with the forms provided in Section V, Forms.

Factor	Table 1 Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Participant			
			Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner	Each Other Partner	
1.1 Conflict of Interest	No conflicts of interests, as described in ITP 4.3	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>
1.2 Bank Ineligibility	Compliance with conditions of ITP 4.5	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>
1.3 Affiliation	Compliance with conditions of ITP 4.6	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Form ELI-1 (for JVCA also Form ELI-2) with attachments</i>
1.4 Ineligibility based on a conviction of an intentional crime, the national law prohibition UN SC decisions	Compliance with conditions of ITP 4.8	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>

N/A denotes "NOT APPLICABLE"

Factor	Table 2. Financial Situation						
Sub-Factor	Requirement	Criteria				Documentation Required	
		Single Entity	Participant				
			Joint Venture, Consortium or Association				
			All partners combined	The Lead Partner	Each Other Partner		
<i>The information shall be provided for the period of 20__ to 20__</i>							
2.1 Historical Financial Performance	<i>Submission of audited balance sheets, or if not required by the law of the applicant's country, other financial statements acceptable to the Client</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Form FIN-1 with attachments</i>	
2.2. Average Annual Turnover	<i>Minimum average annual turnover [insert amount and currency, as per Section III, Evaluation Methodology] (____) equivalent</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Form FIN-2</i>	
2.3. Financial Resources	<i>A Participant 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 overall cash flow requirements for this contract taking into account its current commitments and pending awards for the entire duration of the contract; and (ii) the estimated cash-flow requirements for [insert period, as per Section III, Evaluation Methodology] _____ months: [insert amount and currency, as per Section III, Evaluation Methodology] (____) equivalent</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Form FIN-3 AND Form FIN-4</i>	

Factor		Table 3. Historical Contract Non-Performance					Documentation Required
Sub-Factor	Requirement	Criteria					
		Single Entity	Participant				
			Joint Venture, Consortium or Association				
All partners combined	The Lead Partner	Each Other Partner					
<i>The information shall be provided for the period of 20__ to 20__</i>							
4.1 History of non-performing contracts	<i>The applicant, or any partner in a JVCA, shall not have a consistent history of litigation and/or arbitration resulting in awards against the applicant, or any partner in a JVCA.</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Form HIS-1</i>	
4.2 Pending Litigations	<i>All pending litigation shall in total not represent more than [insert number] percent of the Participant's net worth and shall be treated as resolved against the Participant.</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Form HIS-1</i>	

Factor	Table 4. Experience (Works)					
Sub-Factor	Criteria					Documentation Required
	Requirement	Participant				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner		
<i>The information shall be provided for the period of 20__ to 20__</i>						
3.1 General experience	<p><i>Experience as a contractor (in any role), in the execution of at least [insert number] (___) contracts, each with a value of works, implemented by the Participant, at least [insert value and currency, as per Section III, Evaluation Methodology] (___) equivalent, that have been successfully and substantially completed and that are similar to the proposed contract.</i></p> <p><i>The similarity shall be based on the nature, complexity, methods/technology used or other key characteristics of the Contract, as described in Section VI, Requirements.</i></p>	<p><i>Must meet requirement</i></p>	<p><i>Must meet requirement</i></p>	<p><i>[Insert criterion for the Lead Partner]</i></p>	<p><i>[Insert criterion for each other partners]</i></p>	<p><i>Form EXP-1W</i></p>
3.2 Management Experience	<p><i>For the above, or other contracts, experience as a main contractor (the lead partner in JVCA) in the execution at least [insert number] (___) contracts, each with a value of at least [insert value and currency, as per Section III, Evaluation Methodology] (___), that have been successfully and substantially completed.</i></p>	<p><i>Must meet requirement</i></p>	<p><i>Must meet requirement for all characteristics</i></p>	<p><i>[Insert criterion for the Lead Partner]</i></p>	<p><i>[N/A]</i></p>	<p><i>Form EXP-2W</i></p>

Factor	Table 4. Experience (Works)					
Sub-Factor	Criteria					Documentation Required
	Requirement	Participant				
		Single Entity	Joint Venture, Consortium or Association			
3.3 Specific Experience	For the above, or other contracts, experience in execution the following specific activities and works: <i>[list specific activities and respective volume or critical rates]</i>		Must meet requirement	All partners combined	The Lead Partner	Each Other Partner
			Must meet requirement for all characteristics	[N/A]	[N/A]	

Table 5. Environmental, Social, Health and Safety (ESHS) (Works)						
Factor	Criteria					Documentation Required
Sub-Factor	Requirement	Participant			Documentation Required	
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner		
<i>The information shall be provided for the period of 20__ to 20__</i>						
5.1 ESHS Certifications and Documents	<p><i>Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Participant), such as Environmental management certificate ISO 14001; and Health and safety certificate OHSAS 18001.</i></p> <p><i>In absence of the above certificates, availability of in-house policies and procedures for ESHS management.</i></p>	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form ESHS-1W
5.2 ESHS Experience	<p><i>Experience as a contractor (in any role), in the execution of at least [Insert number] (__) contracts, where key ESHS measures were carried out, or are on progress, satisfactorily and in compliance with international standards.</i></p> <p><i>The similarity shall be based on the nature, complexity, methods/technology used or other key characteristics of the Contract, as described in Section VI, Requirements.</i></p>	Must meet requirement	Must meet requirement for all characteristics	[Insert criterion for the Lead Partner]	[Insert criterion for the Lead Partner]	Form ESHS-2W

In consideration of the time elapse between prequalifying applicants and award of contract, and taking consideration of the scope of the information provided in Section VI, Requirements, the insertion of Qualification Criteria Tables 6 and 7 is optional.

Table 6. Contractor’s Equipment

The Participant shall own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means), the following key items of equipment in full working order, and must demonstrate that, based on known commitments, they will be available for use in the proposed Contract.

The Participant may also list alternative equipment which he would propose to use for the Contract, together with an explanation of the proposal.

No.	Equipment Type and Characteristics	Minimum Number required

Documentation Required:

Form CON-1: Contractor’s Equipment

Insert a list of the key equipment needs based on specific items or performance criteria, as appropriate. The items listed shall be limited to major items of equipment, which shall be critical for satisfactory performance of the Contract, and which may not readily be available for purchase, hire, or lease in the Client’s country within a reasonable timeframe.

Table 7. Contractor's Personnel

The Participant shall provide suitably qualified personnel to fill the following positions. For each position the Participant will supply information on a first choice candidate and an alternate, each of whom should meet the experience requirements specified below:

No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)

Documentation Required:

Form CON-2: Contractor's Personnel and

Form CON-3: Resume of proposed Personnel.

List only key management and specialist positions and their respective minimal experience requirements. Do not include all principals or head office personnel, who are not directly involved in the project implementation, and other non-specialist personnel. In the event if the proposed Contract provides for a part of the works to be designed by the contractor, particular criteria should be specified for the design personnel that may be proposed by the Participant.

Section V: Forms

This Section contains the Forms which must be completed and submitted by the Participant.

Forms that are not required for the particular Prequalification shall be deleted and the Table of Forms amended accordingly.

TABLE OF FORMS

- Check List for Application for Prequalification 43
- Letter of Application..... 45
- Covenant of Integrity (Attachment 1 to Letter of Application)..... 47
- Enclosures to the Letter of Application: 50
 - Sample Letter of Intent to provide the Parent Company Guarantee 51
 - Participant's Eligibility and Qualification Forms 52
 - Form ELI-1: Participant Eligibility Information Sheet 53
 - Form ELI-2: JVCA Information Sheet..... 55
 - Form FIN-1: Financial Situation 56
 - Form FIN-2: Average Annual Turnover..... 58
 - Form FIN-3: Financial Resources..... 59
 - Form FIN-4: Current Contract Commitments and Pending Awards 60
 - Form EXP-1W: General Experience..... 61
 - Form EXP-2W: Management Experience..... 63
 - Form EXP-3W: Specific Experience 64
 - Form HIS-1: Historical Contract Non-Performance and Pending Litigations..... 66
 - Form ESHS-1W: ESHS Certifications and Documents..... 68
 - Form ESHS-2W: ESHS Experience 71
 - Form CON-1: Contractor's Equipment 72
 - Form CON-2: Contractor's Personnel 73
 - Form CON-3: Resume of Proposed Personnel 74
 - Form PS-1: List of Proposed Subcontractors 76
 - Form IRC: Information Request Consent..... 78
 - Form BIRC: Bank Information Request Consent..... 79

Check List for Application for Prequalification

- | | |
|---|--------------------------|
| Letter of Application | <input type="checkbox"/> |
| Covenant of Integrity - Attachment 1 to Letter of Application | <input type="checkbox"/> |
| Enclosures to Letter of Application: | |
| Charter(s) | <input type="checkbox"/> |
| Registration (incorporation) documents | <input type="checkbox"/> |
| Duly authorised power of attorney | <input type="checkbox"/> |
| <i>[JVCA agreement or a letter of intent signed by all partners to the JVCA]</i> | <input type="checkbox"/> |
| <i>[JVCA form]</i> | <input type="checkbox"/> |
| <i>[Letter of Intent to provide the Parent Company Guarantee]</i> | <input type="checkbox"/> |
| <i>[Written confirmation authorising the signatory of the Letter of Intent to provide the Parent Company Guarantee]</i> | <input type="checkbox"/> |
| Form ELI-1: Eligibility Participant Information Sheet | <input type="checkbox"/> |
| Form ELI-2: JVCA Information Sheet | <input type="checkbox"/> |
| Form FIN-1: Financial Situation | <input type="checkbox"/> |
| Form FIN-2: Average Annual Turnover | <input type="checkbox"/> |
| Form FIN-3: Financial Resources | <input type="checkbox"/> |
| Form FIN-4: Current Contract Commitments and Pending Awards | <input type="checkbox"/> |
| Form EXP-1W: General Experience | <input type="checkbox"/> |
| Form EXP-2W: Management Experience | <input type="checkbox"/> |
| Form EXP-3W: Specific Experience | <input type="checkbox"/> |
| Form HIS-1: Historical Contract Non-Performance and Pending Litigations | <input type="checkbox"/> |
| Form ESHS-1W: ESHS Certifications and Documents | <input type="checkbox"/> |

-
- | | |
|---|--------------------------|
| Form ESHS-2W: ESHS Experience | <input type="checkbox"/> |
| Form CON-1: Contractor's Equipment <i>[Delete, if not applicable]</i> | <input type="checkbox"/> |
| Form CON-2: Contractor's Personnel <i>[Delete, if not applicable]</i> | <input type="checkbox"/> |
| Form CON-3: Resume of Proposed Personnel <i>[Delete, if not applicable]</i> | <input type="checkbox"/> |
| Form PS-1 : List of Proposed Subcontractors | <input type="checkbox"/> |
| Form IRC: Information Request Consent | <input type="checkbox"/> |
| Form BIRC: Bank Information Request Consent | <input type="checkbox"/> |
| Other documents and information in accordance with the requirements of the ITP 10 | <input type="checkbox"/> |

Letter of Application

[Letterhead of the Participant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]

Date: **[insert the date]**

To: **[name and address of the Client]**

Sirs,

Being duly authorised to represent and act on behalf of **[insert the applicant's name]** (hereinafter "the Applicant" or "the Participant"), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be prequalified by yourselves as a tenderer for the following Contract(s) under the **[state the project name]** project:

<i>Contract reference</i>	<i>Contract title</i>
1.	
2.	
...	

[The Participant shall list only the contracts for which he wishes to prequalify.]

We confirm that we are eligible in accordance with the provisions of ITP 4.

You and your authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorisation for any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by yourselves to verify statements and information provided in this application, such as the resources, experience, and competence of the Participant.

You and your authorised representatives may contact the following persons for further information:

<i>General inquiries</i>	
<i>Contact 1</i>	<i>Telephone 1; E-Mail 1</i>
<i>Contact 2</i>	<i>Telephone 2; E-Mail 2</i>
<i>Personnel inquiries</i>	
<i>Contact 1</i>	<i>Telephone 1; E-Mail 1</i>
<i>Contact 2</i>	<i>Telephone 2; E-Mail 2</i>

<i>Technical inquiries</i>	
<i>Contact 1</i>	<i>Telephone 1; E-Mail 1</i>
<i>Contact 2</i>	<i>Telephone 2; E-Mail 2</i>
<i>Financial inquiries</i>	
<i>Contact 1</i>	<i>Telephone 1; E-Mail 1</i>
<i>Contact 2</i>	<i>Telephone 2; E-Mail 2</i>

The Participant may provide one or more contact persons for clarifications on the above matters.

This application is made in the full understanding that:

- (a) tenders by prequalified applicants will be subject to verification of all information submitted for Prequalification at the time of tendering;
- (b) you reserve the right to:
 - amend the scope and the cost estimates of the Contract(s) to be tendered, in which event only those prequalified applicants who meet the amended requirements may be invited to tender for the contract(s); or
 - reject or accept any application; or
 - cancel the prequalification process;
- (c) you shall not be liable for any such actions and shall be under no obligation to inform the Participant of the grounds for such actions.

Participants who are not JVCA should delete the next paragraph.

We confirm that in the event that we tender, that tender, as well as any resulting contract, will be:

- (a) signed so as to legally bind all partners, jointly and severally; and
- (b) submitted with a signed JVCA agreement substantially in accordance with the JVCA details outlined in our Application and providing joint and several liability of all partners in the event the contract is awarded to us.

The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed _____

Name _____

For and on behalf of

[Name of the Participant or the partner of a JVCA authorised to act for and on its behalf]

Covenant of Integrity

(Attachment 1 to Letter of Application)

To: _____ *[insert name of Client]*

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the procurement process or in the execution or supply of any works, goods or services for *[insert the name of the Contract]* (the "Contract") and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the procurement process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- (iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and
- (v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i), (ii), (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required ¹

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- (i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- (ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
- (vi) an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
- (vii) a **Theft** which means the misappropriation of property belonging to another party.

Following the submission of our application, we grant the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, or suppliers accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	

¹ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the procurement process for the Contract.

Date:	
-------	--

Enclosures to the Letter of Application:

Please find attached to this letter, copies of original documents defining:

The Participant shall list all the documents submitted with the application and verify the completeness against the Check list provided

For applications by JVCA, information requested in the prequalification document is to be provided by each partner of the JVCA, unless otherwise stated in the Prequalification Document.

- (a) legal status, including our charter(s) and registration (incorporation) documents;
- (b) written confirmation authorising the signatory of the Application;
- (c) completed forms;
- (d) documentary evidence establishing our qualifications in support of the forms referred above;
- (e) financial statements supported by audit statements ***[or tax returns or acceptance by the tax authorities];***
- (f) the authorisations to request verification from our bank(s) and clients;

In the case of an application submitted by a JVCA the following wording shall be added on:

- (g) ***[JVCA agreement or a letter of intent signed by all partners to the JVCA];***

In the case of an application based on the experience and capability of the Participant's parent company the following wording shall be added on:

- (h) ***[letter of intent to provide the Parent company guarantee];***
- (i) ***[written confirmation authorising the signatory of letter of intent to provide the Parent company guarantee];***

In the case of specific activities, which by law are subject to licensing/permission by the Authorities

- (j) ***[information in respect of/the licences [permissions] required by law];***

In case participation in self-regulating associations is mandatory by law for implementing the Contract

- (k) ***[information in respect/evidence of participation (membership) in self-regulating associations];***

Sample Letter of Intent to provide the Parent Company Guarantee

If the Participant for the purposes of prequalification wants to use the references of his parent company, he shall support his application with the parent company's unconditional guarantee of due performance of all his obligations and liabilities under the Contract.

[Letterhead of the Participant's Parent Company]

Date: *[insert the date]*

To: *[name and address of the Client]*

Sirs,

Re: *[specify the Contract]*

We have been informed that *[insert the Participant's name]* (hereinafter called the "Applicant" or the "Participant") is submitting an application to be prequalified by yourselves as a tenderer for the above Contract in response to your invitation, and that the conditions of your invitation require his application to be supported by a letter of intent to provide the Parent company guarantee with the tender, should the Participant be prequalified.

In consideration of you, the Client, prequalifying the Participant for the Contract, and in the event that the Participant will submit its tender for the Contract, we *[name of the Parent Company]* will provide irrevocable and unconditional guarantee to you, in the form required by the tender document, as a primary obligation, the due performance of all the Participant's obligations and liabilities under the Contract, including the Participant's compliance with all its terms and conditions according to their true intent and meaning.

Under the guarantee, if the Participant fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Client against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Participant will be liable to the Client under the Contract.

This guarantee will come into full force and effect when the Contract comes into full force and effect.

This guarantee will apply and be supplemental to the Contract as amended or varied by the Client and the Participant from time to time.

This guarantee will be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules.

Signed _____

Name _____

For and on behalf of

[Name of the Participant's Parent Company]

Participant's Eligibility and Qualification Forms

To establish its qualifications to perform the Contract in accordance with in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI-1: Participant Eligibility Information Sheet

Participant's Legal Name: _____

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Participant Information	
Participant's legal name	
In case of JVCA, legal name of each partner	
Participant's actual or intended country of constitution, Incorporation, or Registration	
Participant's year of constitution, Incorporation, or Registration	
Participant's legal address in country of constitution	
Participant's authorized representative (name, address, telephone numbers, email address)	
Attached are copies of the following original documents.	
<input style="width: 40px; height: 40px;" type="checkbox"/>	1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.
<input style="width: 40px; height: 40px;" type="checkbox"/>	2. Authorization to represent the firm or JVCA named in above, in accordance with ITP 13.
<input style="width: 40px; height: 40px;" type="checkbox"/>	3. In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITP 10.

4. In case of a government-owned entity, any additional documents required to comply with ITP 4.

Form ELI-2: JVCA Information Sheet

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Each member of a JVCA must complete this form

JVCA Information	
Participant's legal name	
JVCA Partner's legal name	
JVCA Partner's country of constitution	
JVCA Partner's year of constitution	
JVCA Partner's legal address in country of constitution	
JVCA Partner's authorized representative information (name, address, telephone numbers, fax numbers, email address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITP 13.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITP 4.</p>	

Form FIN-1: Financial Situation

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Each Participant or member of a JVCA must complete this form with the Financial Data for the required period.

Information from Balance Sheet (*[state currency, as per Section III, Evaluation Methodology]* equivalent)

	Year 1: <i>(Enter year)</i>	Year 2: <i>(Enter year)</i>	Year ...: <i>(Enter year)</i>
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement (*[state currency], as per Section III, Evaluation Methodology* equivalent)

	Year 1: <i>(Enter year)</i>	Year 2: <i>(Enter year)</i>	Year ...: <i>(Enter year)</i>
Total Revenues			
Profits Before Taxes			
Profits After Taxes			



Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the Participant or partner to a JVCA.

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).

Form FIN-2: Average Annual Turnover

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Each Participant or member of a JVCA must fill in this form

Annual Turnover Data for the period of 20__ to 20__			
Year	Amount Currency	Exchange Rate	<i>[State currency, as per Section III, Evaluation Methodology]</i> equivalent
Average Annual Turnover			

The information supplied should be the Annual Turnover of the Participant or each member of a JVCA.

Form FIN-3: Financial Resources

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Specify 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 IV, Eligibility and Qualification Criteria

No.	Source of financing	Amount <i>([state currency as per Section III, Evaluation Methodology] equivalent)</i>
1		
2		
3		

Form FIN-4: Current Contract Commitments and Pending Awards

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Participants and each partner to a JVCA should provide information on their current commitments on all contracts that they have been awarded, or for which a letter of intent or acceptance has been received, or lastly for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of Contract	Client Contact address/ tel/email	Value of outstanding work or supply (<i>state currency, as per Section III, Evaluation Methodology</i>) equivalent)	Estimated completion date	Average monthly invoicing over last twelve months (<i>state currency, as per Section III, Evaluation Methodology</i>) equivalent)/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form EXP-1W: General Experience

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Each Participant or member of a JVCA must complete this form.

General Experience				
Starting Month/Year	Ending Month/Year	Months	Contract Identification and Name Name and Address of Client Brief Description of the Works Executed by the Participant	Role of Participant

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ [please delete if not applicable]

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Complete one (1) form per Contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	<i>[state the currency, as per Section III, Evaluation Methodology, equivalent]</i>		
If partner in a JVCA or subcontractor, specify participation of total Contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number email			
Description of the contract (reflecting similarity in accordance with the respective criteria, specified in in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria)			

Form EXP-2W: Management Experience

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Complete one (1) form per Contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Lead partner in JVCA
Total Contract Amount	<i>[state the currency, as per Section III, Evaluation Methodology, equivalent]</i>		
Client's Name Address Telephone/Fax Number email			
Description of the contract			

Form EXP-3W: Specific Experience

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Complete one (1) form per Contract

Contract with Similar Key Activities			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<i>[state the currency, as per Section III, Evaluation Methodology, equivalent]</i>		
If partner in a JVCA or subcontractor, specify participation of total Contract amount	Percent of Total	Amount	
Client's Name Address Telephone Number Fax Number email			
Description of the key activities in accordance with the respective criteria, specified in in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria			

Form HIS-1: Historical Contract Non-Performance and Pending Litigations

[The following table shall be filled in for the Participant and for each partner of a JVCA]

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ [please delete if not applicable]

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria

Participants, including each partner of a JVCA, shall detail below any current and past litigation and/or arbitration (with an indication of the matters in dispute, the parties involved, the amounts in dispute and the outcome, where available) resulting from contracts completed or under execution by the Participant, including each partner of a JVCA, during the number of years specified in in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria

Year	Contract	Parties involved	Cause of litigation or matter in dispute	Disputed amount [state currency] equivalent	Outcome of the dispute/litigation

The following abbreviations shall be used: F - dispute/litigation was resolved in favour of the Participant (or partner of a JVCA), A - the decision on dispute/litigation was against the Participant, or P - dispute/litigation is still in progress.

Pending Litigation, in accordance with in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria

No pending litigation in accordance with in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria

Pending litigation in accordance with in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria

Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, [state currency] equivalent)
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	

Form ESHS-1W: ESHS Certifications and Documents

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ [please delete if not applicable]

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

DESCRIPTION	INFORMATION
Identification of the certificate	_____ [insert full name of the certificate]
Date of Issue	_____ [insert day, month, year of first certificate award]
Areas covered by the certificate	_____ [activities and locations]
Expiry date	_____ [insert day, month, year]
Issuers Name	_____ [insert full name]
Address	_____ [insert street / number / town or city / country]
Telephone/fax number	_____ [insert phone/fax no., incl. country & city area codes]
E-mail	_____ [insert e-mail address, if available]
Compliance with international standards	<p>The certificate is</p> <p>ISO 14001 <input type="checkbox"/> Yes / <input type="checkbox"/> No</p> <p>OHSAS 18001 <input type="checkbox"/> Yes / <input type="checkbox"/> No</p>

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ [please delete if not applicable]

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

In absence of ISO certificates or proof of conformity with ISO standards, the Participant shall provide the following information:

	DESCRIPTION	SUPPORTING DOCUMENTATION
1	Health & Safety Policy	Policy document or the index of the health & safety manual or other relevant documents.
2	Environmental Management Policy	Policy document or the index of the Environmental Management manual or other relevant documents.
3	Declaration of compliance with ILO core labour standards in operations	The Participant certifies (by ticking explicitly) complying with the following core labour standards: <ul style="list-style-type: none"> <input type="checkbox"/> Freedom of Association; <input type="checkbox"/> Forced Labour; <input type="checkbox"/> Discrimination; <input type="checkbox"/> Child Labour.
4	Reviews, inspections and audits related to ESHS issues within the company and especially on construction sites	Provide list of such reviews or audits which were carried out during the [state the period, as per Section III, Evaluation Methodology]
5	Internal and external integration and enforcement policy	Provide information on: <ul style="list-style-type: none"> (a) How the Participant ensures that all members of a JVCA, suppliers or temporary workforce are aware of and comply with ESHS requirements; (b) Nature and content of the ESHS trainings provided to employees.
6	Procedures on main ESHS issues	Unless information is already provided in policy documents submitted under the requirements of Articles 1 and 2 above, the brief description of the in-house policies and procedures shall be provided, covering the following issues, as appropriate for the Contract: <ul style="list-style-type: none"> a) ESHS resources and facilities and ESHS monitoring organization; b) Project areas management (base camps, quarries, borrow pits, storage areas); c) Health & Safety on project Areas; d) Local recruitment and ESHS trainings of local staff, ESHS trainings of subcontractors and local partners, if

	DESCRIPTION	SUPPORTING DOCUMENTATION
		<p>any;</p> <ul style="list-style-type: none">e) Relations with stakeholders, information and consultation of local communities and authorities;f) Traffic management;g) Hazardous products;h) Wastewater (effluents);i) Protection of water resources;j) Atmospheric emissions, noise and vibrations;k) Waste management;l) Biodiversity: protection of fauna and flora;m) Site rehabilitation and revegetation;n) Erosion and sedimentation;o) Control of infectious diseases.

Form ESHS-2W: ESHS Experience

Participant’s Legal Name: _____

JVCA Partner’s Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Complete one (1) form per Contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Lead partner in JVCA
Total Contract Amount	<i>[state the currency, as per Section III, Evaluation Methodology, equivalent]</i>		
Client’s Name Address Telephone/Fax Number email			
Description of the contract:			
Description of the ESHS challenges and measures implemented under the contract:			
<ul style="list-style-type: none"> ▪ ESHS Challenge; ▪ ESHS Risk Assessment Level; ▪ ESHS implemented measures; ▪ ESHS Knowhow Transfer or ESHS Local Staff Capacity Building, if any. 			

Form CON-1: Contractor's Equipment

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

The Participant shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Participant. The Participant shall provide all the information requested below, to the extent possible.

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

The following information shall be provided only for equipment not owned by the Participant.

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

Form CON-2: Contractor's Personnel

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

Proposed Personnel

Participants should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

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

Form CON-3: Resume of Proposed Personnel

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ [please delete if not applicable]

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

The Participant shall provide all the information requested below for each of the personnel listed the schedule of the Contractor's Personnel.

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

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

Form PS-1: List of Proposed Subcontractors

Participant’s Legal Name: _____

JVCA Partner’s Legal Name: _____ *[please delete if not applicable]*

Date: _____

Prequalification No.: _____

Page _____ of _____ pages

SUBCONTRACTORS AND SUPPLIERS	
Subcontractor/Sub-supplier Name and Address	Brief Description of the Services/Works/Supplies, including expected share of the contract scope

Where the Participant proposes to use a named subcontractor/sub-supplier for the execution of any part of the contracts, the Participant shall provide the following information for each proposed subcontractor:

- name, head office address;
- place of incorporation/registration;
- year of incorporation/registration and contact details;
- brief description and the estimated value of the part of the contract, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor(s) to perform the proposed part of the contract including:
 - (a) experience and past performance on the execution of similar works/provision of services/supply of goods;
 - (b) capabilities with respect to personnel, equipment, and construction; and
 - (c) financial position
- appropriate justification of the need for the use of the proposed subcontractor for the execution of the contract

[The data on subcontractors/sub-suppliers should be supplied using the respective Forms (to be marked with *) for each subcontractor/sub-supplier]

Form IRC: Information Request Consent

[Letterhead of the Participant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]

Date: *[insert the date]*

To: *[name and address of the client]*

Sirs,

Being duly authorised to represent and act on behalf of *[insert the Participant's or a JVCA partner's name]* (hereinafter "the Participant") the undersigned hereby applies to be prequalified by *[insert the Client's name]* (hereinafter "the Client") as a Participant for a contract under the *[name]* project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify the statements and information submitted in connection with our application, and to seek clarification regarding any technical aspects of our application

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our application, such as our resources, experience, and competence.

Signed _____

Name _____

For and on behalf of

[name of the Participant or a JVCA partner]

Form BIRC: Bank Information Request Consent

[Letterhead of the Participant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]

Date: *[insert the date]*

To: *[name and address of the bank]*

Sirs,

Being duly authorised to represent and act on behalf of *[insert the Participant's or a JVCA partner's name]* (hereinafter "the Participant") the undersigned hereby applies to be prequalified by *[insert the Client's name]* (hereinafter "the Client") as a tenderer for a contract under the *[name]* project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify with you the statements, documents and information submitted in connection with our application, and to seek clarification from you regarding our financial position.

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our application.

Signed _____

Name _____

For and on behalf of

[name of the Participant or a JVCA partner]

Section VI: Requirements

Information on the Contract(s)

Information on the Contract(s) should include general information on the fitness for purpose, the location, basic design of the works, the key scope, the time for completion of the works, overall duration of the contract and other relevant data as appropriate, such as climate, hydrology, topography, access to site, transportation and communication facilities, logistic restrictions, site layout, facilities and services to be provided by the Client, etc. For avoidance of doubts the Site shall be clearly defined in this Section of the Prequalification Document.

The requirements such as the approximate quantities of major items of works, etc. should be indicated.

The cost estimates for the Contract should not be disclosed.