

Guidelines for Procurement

under OECF Loans



The Overseas Economic Cooperation Fund

Head Office

Takebashi Godo Building, 4-1 Ohtemachi
1-chome, Chiyoda-ku, Tokyo 100-0004, Japan
Telephone : Tokyo 3215-4395
Facsimile : (03) 3215-1598
Telex : J28360, J28430, J28790
URL : <http://www.oecf.go.jp>

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*THE OVERSEAS ECONOMIC COOPERATION FUND
JAPAN*

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Takebashi Godo Building, 4-1 Otemachi
1-chome, Chiyoda-ku, Tokyo 100-0004, Japan

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Part I

GENERAL

Section 1.01 Introduction

(a) These Guidelines set forth the general rules to be followed by Borrowers of THE OVERSEAS ECONOMIC COOPERATION FUND (hereinafter referred to as "the Fund") in carrying out the procurement of goods and services for a development project which is financed in whole or in part by the Fund. (The term "the Borrower" as used in these Guidelines also refers to the Executing Agency of the project and the term "services" as used in these Guidelines excludes consulting services.)

(b) The proceeds of the Fund's loans are required to be used with due attention to considerations of economy, efficiency, transparency in the procurement process and non-discrimination among eligible bidders for procurement contracts.

(c) The application of these Guidelines to a particular project financed by a loan provided by the Fund will be stipulated in the Loan Agreement between the Fund and the Borrower.

(d) These Guidelines govern the relationship between the Fund and the Borrower, who is responsible for the procurement of goods and services. No provision of these Guidelines shall be construed as creating any right or obligation between

the Fund and any third party, including those bidding for the procurement of goods and services. The rights and obligations of the Borrower vis-à-vis bidders for goods and services to be furnished for the project will be governed by the bidding documents which the Borrower issues in accordance with these Guidelines.

Section 1.02 International Competitive Bidding (ICB)

The Fund considers that in most cases International Competitive Bidding (ICB) is the best method for satisfying the requirements regarding procurement of goods and services for projects stated in Section 1.01 (b) above. The Fund, therefore, normally requires Borrowers to obtain goods and services through ICB in accordance with the procedures described in Part II of these Guidelines.

Section 1.03 Procedures Other than International Competitive Bidding (ICB)

(a) There may be special circumstances in which ICB may not be appropriate, and the Fund may consider alternative procedures acceptable in cases of the following:

- (i) Where the Borrower wishes to maintain reasonable standardization of its equipment or spare parts in the interests of compatibility with existing equipment.
- (ii) Where the Borrower wishes to maintain continuity of services provided under an existing contract awarded in accordance with procedures acceptable to the Fund.
- (iii) Where the number of qualified contractors, suppliers or manufacturers (hereinafter collectively referred to as "Contractor(s)") is limited.
- (iv) Where the amount involved in the procurement is so small that foreign firms clearly would not be interested, or that the advantages of ICB would be outweighed by the administrative burden involved.
- (v) Where, in addition to cases (i), (ii), (iii) and

(iv) above, the Fund deems it inappropriate to follow ICB procedures, e.g. in the case of emergency procurement.

(b) In the above-mentioned cases the following procurement methods, may, as appropriate, be applied in such a manner as to comply with the ICB procedures to the fullest possible extent:

- (i) Limited International Bidding (LIB), which is essentially international competitive bidding by direct invitation without open advertisement.
- (ii) International Shopping, which is a procurement method based on comparing price quotations obtained from several (usually at least three) foreign and/or local suppliers to ensure competitive prices.
- (iii) Direct Contracting.

(c) These Guidelines will not apply in the case of procurement of goods and services which are to be financed by the local currency portion of the Loan.

Procurement of such goods and services shall, however, be effected with due attention to the considerations stated in Section 1.01 (b). The Fund deems it appropriate that such procurement be effected through Local Competitive Bidding (LCB) among Contractors of the country of the Borrower.

Section 1.04 Eligibility

(a) Goods eligible for financing under the Loan are those produced in the eligible source countries. However, even if goods contain materials imported from a country/countries other than the eligible source countries, such goods may be eligible for financing, if the imported portion is less than 50 percent of the price per unit of such products in accordance with the following formulae:

- (i) When a supplier of the Borrower's country is awarded the contract concerned,
$$\frac{\text{Imported CIF Price} + \text{Import Duty}}{\text{Supplier's Ex-Factory Price}} \times 100;$$

(ii) When a supplier of an eligible source country other than the Borrower's country is awarded the contract concerned,

$$\frac{\text{Imported CIF Price} + \text{Import Duty}}{\text{Supplier's FOB Price}} \times 100.$$

(b) A firm or an organization which has been engaged by the Borrower to provide consulting services for the preparation related to procurement for or implementation of a project, and any of its associates/affiliates (inclusive of parent firms), shall be disqualified from working in any other capacity on the same project (including bidding relating to any goods and services for any part of the project). Only in special cases and only with clear justification, and after taking into account all aspects and circumstances, may the Fund and the Borrower agree to permit a firm and/or its associates/affiliates (inclusive of parent firms) to be invited to bid on a Fund-financed project as a Contractor, when it is also employed on the same project as a consultant.

(c) The provisions of paragraph (b) of this Section also apply to Contractors who lend, or temporarily second, their personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

Part II

INTERNATIONAL COMPETITIVE BIDDING (ICB)

A. Type and Size of Contract

Section 2.01 Types of Contract

Contracts may be concluded on the basis of unit prices for work performed or items supplied, a lump sum price, cost plus fees, or a combination thereof for different portions of the contract, depending on the nature of the goods or services to be provided. The bidding documents shall clearly state the type of contract selected. Cost-reimbursable contracts are not acceptable to the Fund except in exceptional circumstances, such as conditions of high risk or where costs cannot be determined in advance with sufficient accuracy. Single contracts for engineering, equipment and construction to be provided by the same party ("turnkey contracts") are acceptable if they offer technical and economic advantages to the Borrower, e.g. where a special process or considerable integration of the various stages is desirable.

Section 2.02 Size of Contract

In the interests of the broadest possible competition, individual contracts for which bids are

invited shall, whenever feasible, be of a size large enough to attract bids on an international basis.

Section 2.03 Two-Stage Bidding and Two-Envelope Bidding

(a) In the case of turnkey contracts or contracts for large and complex plants or procurement of equipment which is subject to rapid technological advances, such as major computer systems, for which it may be undesirable or impractical to prepare complete technical specifications in advance, a two-stage bidding procedure may be adopted. Under this procedure, bidders will first be invited to submit technical offers without prices on the basis of the minimum operating and performance requirements. After technical and commercial clarifications and adjustments, followed by amended bidding documents, the bidders will be invited to submit final technical proposals and priced bids in the second stage. The use of this procedure must be agreed upon by the Fund and the Borrower.

(b) For works, machinery and equipment for which complete technical specifications are prepared in advance, a two-envelope bidding procedure may be adopted. Under this procedure, bidders will be invited to submit technical and price proposals simultaneously in two separate envelopes. The technical proposals are opened first and reviewed to determine that they conform to the specifications. After the technical review has been completed, the price envelopes of the bidders whose technical proposals have been determined to conform to the technical specifications are then opened publicly, with bidders or their representatives allowed to be present. Evaluation of price proposals shall be consistent with Section 5.06 of these Guidelines. The price proposals of the bidders whose technical proposals have been determined not to conform to the technical specifications shall promptly be returned unopened to the bidders concerned. The use of this procedure must

be agreed upon by the Fund and the Borrower.

B. Advertising and Prequalification

Section 3.01 Advertising

In all cases of ICB contract, invitations to prequalify or to bid shall be advertised in at least one newspaper of general circulation in the Borrower's country. The Borrower shall also promptly send copies of such invitations (or the advertisement therefor) to the local representatives of the eligible source countries and the Fund.

Section 3.02 Prequalification of Bidders

Prequalification is in principle required in advance of bidding for large or complex works and, exceptionally, for custom-designed equipment and specialized services to ensure that invitations to bid are extended only to those who are technically and financially capable. Prequalification shall be based entirely upon the capability of prospective bidders to perform the particular contract satisfactorily, taking into account, inter alia, their: (i) experience of and past performance on similar contracts, (ii) capabilities with respect to personnel, equipment and plant, and (iii) financial position. A sample of factors to be evaluated in prequalification is shown in Annex I. A clear statement of the scope of the contract and the requirements for qualification (criteria) shall be sent to all those wishing to be considered for prequalification. All bidders meeting the criteria specified shall be allowed to bid. Verification of the information provided at the time of prequalification shall be confirmed at the time of award of contract, and award may be denied to a bidder judged to no longer have the capability or resources to successfully perform the contract, including the case where the information provided was fraudulent or incorrect.

C. Bidding Documents

Section 4.01 General

The bidding documents shall provide all information necessary to enable a prospective bidder to prepare a bid for the goods and services to be provided. While the detail and complexity of these documents will vary with the size and nature of the proposed bid package and contract, they generally include: invitation to bid; instructions to bidders; form of bid; form of contract; conditions of contract (both general and special); technical specifications; list of goods or bill of quantities and drawings, as well as necessary appendices, detailing, for example, the type(s) of security required or acceptable. If a fee is charged for the bidding documents, it shall be reasonable and reflect the cost of their production and shall not be so high as to discourage qualified bidders. Guidelines on the principal components of the bidding documents are given in the following paragraphs.

Section 4.02 Reference to the Fund

Bidding documents shall normally refer to the Fund using the following language:

"...(name of borrower).....has received (or where appropriate, 'has applied for') a loan from THE OVERSEAS ECONOMIC COOPERATION FUND in the amount of ¥ ____toward the cost of (name of project), and intends to apply (where appropriate, 'a portion of') the proceeds of the loan to payments under this contract. Disbursement of a loan by THE OVERSEAS ECONOMIC COOPERATION FUND will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the 'Guidelines for Procurement under OECF Loans.' No party other than (name of borrower) shall derive any rights from the Loan Agreement or have any claim to loan proceeds."

Section 4.03 Bid Bonds or Guarantees

Bid bonds or bidding guarantees will usually be required, but they shall not be set so high as to discourage suitable bidders. Bid bonds or guarantees shall be released to unsuccessful bidders as soon as possible after the bids have been opened.

Section 4.04 Conditions of Contract

The conditions of contract shall clearly define the rights and obligations of the Borrower and the Contractor, and the powers and authority of the engineer, if one is employed by the Borrower, in the administration of the contract and any amendments thereto. In addition to customary general conditions of contract, some of which are referred to in these Guidelines, special conditions appropriate to the nature and location of the project shall be included.

Section 4.05 Clarity of Bidding Documents

Specifications shall set forth as clearly and precisely as possible the work to be accomplished, the goods and services to be supplied and the place of delivery or installation. Drawings shall be consistent with the text of the specifications. Where drawings are inconsistent with the text of the specifications, the text shall govern. The bidding documents shall specify any factors, in addition to price, which will be taken into account in evaluating and comparing bids, and how such factors will be quantified or otherwise evaluated. If bids based on alternative designs, materials, completion schedules, payment terms, etc., are permitted, conditions for their acceptability and the method of their evaluation shall be expressly stated. Any additional information, clarification, correction of errors or alteration of specifications shall be sent promptly to all those who requested the original bidding documents. Invitations to bid shall specify the eligible source countries and other

eligibility provisions, such as permissible import content from non-eligible source countries (as stated in Section 1.04). The specifications shall be so worded as to permit and encourage the widest possible competition.

Section 4.06 Standards

If specific national or other standards with which equipment or materials must comply are cited, the bidding documents shall state that equipment or materials meeting the Japan Industrial Standards or other internationally accepted standards which ensure quality equivalent to or higher than the standards specified will also be accepted.

Section 4.07 Use of Brand Names

Specifications shall be based on performance capability and shall only specify brand names, catalogue numbers, or products of a specific manufacturer if either specific spare parts are required or it has been determined that a degree of standardization is necessary in order to ensure continuity for certain essential features. In the latter case, the specifications shall permit offers of alternative goods which have similar characteristics and provide performance and quality at least equal to those specified.

Section 4.08 Expenditures under Contracts

As the use of the Fund's loan is limited to financing expenditures for goods and services from eligible source countries (including those with a permissible import content from non-eligible source countries), the bidding documents shall require the Contractor to use only such goods and services for the contract and to identify all expenditures related to non-eligible source countries (import content) in his statements or invoices.

Section 4.09 Currency of Bids

The Fund's loan is denominated in Japanese Yen and the bid price should normally be stated in Japanese Yen. Whenever necessary, however, other international trading currencies may also be permitted. In addition, any portion of the bid price which the bidder expects to spend in the Borrower's country may be stated in the currency of the country of the Borrower. The currency or currencies in which the bid price may be stated shall be specified in the bidding documents.

Section 4.10 Currency Conversion for Bid Comparison

The bid price is the sum of all payments to be made to the bidder, in whichever currency. For the purpose of comparing prices, all bid prices shall be converted to a single currency selected by the Borrower and stated in the bidding documents. The Borrower shall effect this conversion by using the exchange (selling) rates for those currencies quoted by an official source (such as the Central Bank) for similar transactions:

- (a) on a date selected in advance and specified in the bidding documents, provided that such date shall not be earlier than thirty days prior to the date specified for the opening of bids nor later than the original date prescribed in the bidding documents for the expiry of the period of bid validity; or
- (b) on the date of the decision to award the contract or on the original date prescribed in the bidding documents for the expiry of the period of bid validity, whichever is earlier.

One of the above options shall be selected by the Borrower and clearly stated in the bidding documents.

Section 4.11 Currency of Payment

(a) Payment of the contract price shall be made in the currency or currencies in which the bid price is expressed in the bid of the successful bidder, except where a different arrangement is clearly justified and specified in the bidding documents.

(b) Where the bid price is to be paid, wholly or partly, in a currency or currencies other than the currency of the bid, the exchange rate to be used for purposes of payment shall be that specified by the bidder in the bid so as to ensure that the value of the currency or currencies used in the bid is maintained without any loss or gain.

Section 4.12 Price Adjustment Clauses

Bidding documents shall state clearly whether firm prices are required or adjustment of bid prices is acceptable. In appropriate cases, provision will be made for adjustment (upwards or downwards) of the contract price, should changes occur in the prices of major cost components of the contract, such as labor or important materials. Specific formulae for price adjustment shall be clearly stated in the bidding documents in order that the same provisions may apply to all bids. A ceiling on price adjustment shall be included in contracts for the supply of goods, but it is not usual to include such a ceiling in contracts for civil works. There should normally be no price adjustment provision for goods to be delivered within one year.

Section 4.13 Advance Payment

The percentage of the total payment to be made in advance, upon entry into effect of the contract, for mobilization and similar expenses shall be reasonable and specified in the bidding documents. Other advances, such as for materials delivered to the site for use in works, shall also be clearly defined in the bidding documents. The bidding documents shall specify the arrangements for any security required for

advance payments.

Section 4.14 Guarantees, Performance Bonds and Retention Money

Bidding documents for civil works shall require some form of security to guarantee that the work will be continued until it is completed. This security can be provided either by a bank guarantee or by a performance bond, the amount of which will vary with the type and size of the work, but shall be sufficient to protect the Borrower in the case of default by the Contractor. The life of the security shall extend sufficiently beyond completion of the contract to cover a reasonable warranty period. The amount of the security required shall be stated in the bidding documents. In contracts for the supply of goods it is usually preferable to have a percentage of the total payment held as retention money to guarantee performance rather than to have a bank guarantee or bond. The percentage of the total payment to be held as retention money and the conditions for its ultimate payment shall be stipulated in the bidding documents. If, however, a bank guarantee or bond is preferred, it shall be of a reasonable amount.

Section 4.15 Insurance

The bidding documents shall state precisely the types and terms of insurance (e.g. liabilities to be covered and duration of the insurance) to be obtained by the successful bidder.

Section 4.16 Liquidated Damage and Bonus Clauses

Liquidated damage clauses shall be included in the bidding documents for delays in completion or delivery resulting in extra cost, loss of revenues or loss of other benefits to the Borrower. Provision may also be made for a bonus to be paid to contractors for completion of civil works contracts by or in advance

of times specified in the contract, when such earlier completion will be of benefit to the Borrower.

Section 4.17 Force Majeure

The conditions of contract included in the bidding documents shall, when appropriate, contain clauses stipulating that failure on the part of the parties to perform their obligations under the contract will not be considered a default under the contract if such failure is the result of force majeure as defined in the conditions of contract.

Section 4.18 Language

Bidding documents should be prepared in English. If another language is used in the bidding documents, a full English text shall be incorporated in those documents and it shall be specified which is governing.

Section 4.19 Settlement of Disputes

Provisions dealing with the settlement of disputes shall be included in the conditions of contract. It is advisable that the provision be based on the "Rules of Conciliation and Arbitration" prepared by the International Chamber of Commerce.

Section 4.20 Applicable Laws

The contract shall stipulate which laws shall govern its interpretation and performance.

D. Opening of Bids, Evaluation and Award of Contract

Section 5.01 Time Interval between Invitation and Submission of Bids

The time allowed for preparation and submission

of bids shall be determined with due consideration of the particular circumstances of the project and the size and complexity of the contract. Generally, not less than 45 days shall be allowed for international bidding. Where large civil works or complex items of equipment are involved, generally not less than 90 days shall be allowed to enable prospective bidders to conduct investigations at the site before submitting their bids.

Section 5.02 Procedures relating to Opening of Bids

The date, hour and place for the latest receipt of bids and for the opening of bids shall be announced in the invitations to bid and all bids shall be opened publicly at the stipulated time and place. Bids received after this time shall be returned unopened. The name of the bidder and total amount of each bid and of any alternative bids, if such have been requested or permitted, shall be read aloud and recorded.

Section 5.03 Clarification or Alteration of Bids

Except as otherwise provided in Section 5.10 of these Guidelines, no bidder shall be requested or permitted to alter his bid after the bids have been opened. Only clarifications not changing the substance of the bid are acceptable. The Borrower may ask any bidder for a clarification of the bid, but shall not ask any bidder to change the substance or price of the bid.

Section 5.04 Process to be Confidential

Except as may be required by law, no information relating to the examination, clarification and evaluation of bids and recommendations concerning awards shall be communicated after the public opening of bids to any persons not officially

concerned with this process until a contract has been awarded to a bidder.

Section 5.05 Examination of Bids

Following the opening of bids, it shall be ascertained whether material errors in computation have been made in the bids, whether the bids are substantially responsive to the bidding documents, whether the required securities have been provided, whether documents have been properly signed and whether the bids are otherwise generally in order. If a bid does not substantially conform to the specifications, or contains inadmissible reservations or is otherwise not substantially responsive to the bidding documents, it shall be rejected. A technical analysis shall then be made to evaluate each responsive bid and to enable bids to be compared.

Section 5.06 Evaluation and Comparison of Bids

(a) The purpose of bid evaluation is to compare bids which conform to the technical specifications and are responsive to the bidding documents on the basis of their evaluated cost. Among the bids which conform to the technical specifications, the bid with the lowest evaluated cost, not necessarily the lowest submitted price, shall be selected for award. Even when there has been prequalification of bidders, technical factors shall be given their full importance when evaluating bids.

(b) Bid evaluation shall be consistent with the terms and conditions set forth in the bidding documents. The bidding documents shall specify, in addition to provisions for adjustment of a bid price to correct any errors in computation, the relevant factors to be considered in bid evaluation and the manner in which they will be applied for the purpose of determining the lowest evaluated bid. Factors which may be taken into consideration include, inter alia, the cost of inland transport to the project site, the

payment schedule, the time of completion of construction or delivery, the operating costs, the efficiency and compatibility of the equipment, the availability of service and spare parts, the reliability of the quality control methods (including construction methods) proposed, safety, environmental benefits, and minor deviations, if any. To the extent practicable, factors other than price shall be expressed in monetary terms according to criteria specified in the bidding documents, or given a relative weight in accordance with the evaluation provisions in the bidding documents. Provisions for price adjustment included in a bid shall not be taken into consideration.

(c) For the purposes of evaluation and comparison of bids for the supply of goods to be procured on the basis of international bidding:

(i) Bidders will be required to state in their bids the c.i. f. port of entry price for imported goods or the ex-factory price of other goods offered in the bid;

(ii) Customs duties and other import taxes levied in connection with the importation or sales and similar taxes levied in connection with the sale or delivery of goods pursuant to a bid shall not be taken into account in the evaluation of that bid; and

(iii) The cost of inland freight and other expenditures incidental to the transportation and delivery of the goods to the place of their use or installation for the purposes of the project shall be included, if this is specified in the bidding documents.

(d) Where contractors are responsible for all duties, taxes and other levies under civil works contracts, bidders shall take these factors into account in preparing their bids. The evaluation and comparison of bids shall be on this basis.

(e) Any procedure under which bids above or below a predetermined bid value assessment are automatically disqualified is not permitted.

Section 5.07 Postqualification of Bidders

If there has been no prequalification of bidders, the Borrower shall determine whether the bidder whose bid has been evaluated the lowest has the capability and resources to carry out the contract concerned effectively.

The criteria to be met shall be set out in the bidding documents and if the bidder does not meet them, the bid shall be rejected. In such an event, the Borrower shall then make a similar decision regarding the next-lowest evaluated bidder.

Section 5.08 Evaluation Report

A detailed report on the evaluation and comparison of bids setting forth the specific reasons on which determination of the lowest evaluated bid was based shall be prepared by the Borrower or its consultants.

Section 5.09 Award of Contract

The contract is to be awarded to the bidder whose bid has been determined to be the lowest evaluated bid and who meets the appropriate standards of capability and financial resources. A bidder shall not be required as a condition of award to undertake responsibilities or work not stipulated in the specifications or to modify the bid.

Section 5.10 Rejection of Bids

Bidding documents usually provide that the Borrower may reject all bids. However, all bids shall not be rejected and new bids invited on the same specifications solely for the purpose of obtaining lower prices in the new bids, except in cases where the lowest evaluated bid exceeds the cost estimates by a substantial amount. Rejection of all bids may also be justified when (a) no bid is substantially responsive

to the bidding documents or (b) there is a lack of competition. If all bids are rejected, the Borrower shall review factors that made such rejection necessary and consider either revision of the specifications or modification of the project (or the amounts of work or items in the original invitation to bid), or both, before inviting new bids. Where exceptional circumstances justify this, the Borrower may, as an alternative to rebidding, negotiate with the lowest evaluated bidder (or, failing a satisfactory result of such negotiation, with the next-lowest evaluated bidder) to try to obtain a satisfactory contract.

Annex I

**Factors to be Evaluated in Prequalification
(Sample)**

- The prequalification process is intended to prequalify Contractors with regard to the capabilities described below in advance of bidding so that invitations to bid are extended only to those who have the requisite technical and financial capability. The Borrower reserves the right to waive minor deviations, if they do not materially affect the capability of an applicant to perform the contract satisfactorily. Subcontractors' experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria¹.
- This sample only gives examples of the factors to be evaluated in prequalification documents. The sample will require adaptation to a greater or lesser degree in actually preparing the prequalification documents, taking account of the scale and nature of the contract.
- The weight given to each of the following factors is to be determined on a project by project basis.

1. General Experience

The Applicant will submit the following information:

- Average annual turnover over the last__years. The minimum requirement is \$__².
- Successful experience as prime Contractor in the execution of projects of a nature and complexity

¹ Subcontractors' experience and resources may be considered, however, when they perform essential work under the supervision of the main contractor(s).

² Usually not less than five times the estimated annual cash flow in the proposed contract or works. The coefficient may be smaller for large contracts.

comparable to the proposed contract. The execution of at least__projects within the last__years is required³. Experience of execution of a project of a comparable nature and complexity refers to the execution of more than (e.g. One million cubic meters of rock placed in rockfill dams in one year)⁴.

- Letters of reference from past customers, together with the contact address, etc., of each customer, in order to show past performance in the execution of projects of a comparable nature and complexity.
- Experience of project execution in the country concerned and of project execution abroad in similar countries will be taken into consideration when evaluating an Applicant's experience and capability.

2. Personnel Capabilities

- The Applicant must have suitably qualified personnel to fill the following positions. The Applicant will supply information on a prime candidate and an alternate for each of the following positions, both of whom should meet the experience requirements specified below.

	Total experience (years)	In similar works (years)	As managers of similar works (years)
Project manager			
Other position			

(List only key management and specialist positions.)

³ It is essential to ensure that the criteria are drawn up in accordance with the realistic needs of the project. Execution of three projects over a period of five years may be required for normal projects, and over a period of ten years for large-scale projects. For projects of a special nature, the criteria are to be established on a case-by-case basis.

⁴ For example, indicate an annual production rate for the key construction activity. The annual rate should be a percentage (e.g. 80%) of the expected peak rate of construction for the key activity.

3. Equipment Capabilities

- The Applicant should own, or have assured access to, the following key items of equipment in full working order, and should demonstrate that they will be available for use in the proposed contract. The Applicant may also list alternative equipment which he would propose for the Contract, together with an explanation of the proposal.

Equipment type and characteristics	Minimum number required
1.	
2.	

(This section applies mainly to construction works or contracts requiring production capacity. The items listed should be limited to major items of equipment crucial to the proper and timely execution of the contract, and which applicants may not readily be able to purchase, hire, or lease in the required time-frame.)

4. Financial Position

- (1) The Applicant should demonstrate that he 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 a period of __ months, estimated at US\$ __ equivalent, net of the Applicant's commitments for other contracts⁵.
- (2) The Applicant should submit the audited balance sheets for the last five years and demonstrate the soundness of its financial position. Where necessary, the Borrower will make inquiries of the Applicant's bankers.

⁵ Calculate the cash flow for a number of months, determined as the total time needed by the Borrower to pay a contractor's invoice after the invoice has been issued.

5. Litigation History

- The Applicant is to provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last __ years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the application.

6. In the Case of a Joint Venture

- (1) The lead partner should meet not less than __% of all the qualifying criteria given in paragraphs 1 and 4 (1) above⁶.
- (2) The other partners should meet not less than __% of all the qualifying criteria given in paragraphs 1 and 4 (1) above⁷.
- (3) The joint venture should satisfy collectively the criteria of paragraphs 2, 3, and 4 (1), for which purpose the relevant figures for each of the partners shall be added together to arrive at the joint venture's total capability. Individual members should each satisfy the requirements of paragraphs 4 (2) and 5.

- The formation of a joint venture after prequalification, and any change in a prequalified joint venture, will be subject to the written approval of the Borrower prior to the deadline for submission of bids. Such approval may be denied, if (i) as a result of the change in a prequalified joint venture, any of its partners individually or collectively does not meet the qualifying requirements or (ii) in the opinion of the Borrower, a substantial reduction in competition may result.

⁶ Except for very large projects, the appropriate percentage should be not less than 40%.

⁷ Except for very large projects, the appropriate percentage should be not less than 25%.

Overseas Representative Offices

BANGKOK OFFICE

17th Floor, Thai Farmers Bank Building, 400/22,
Phaholyothin Avenue, Bangkok, 10400,

THAILAND

Telephone: Bangkok 270-1001 ~ 3,
271-2035, 2828, 4682

Telex: Call Number 8682968

Answer Back Code OEFCBKKTH

Facsimile: +66-2-271-3535

JAKARTA OFFICE

Summitas II 8th Floor, Jl. Jenderal
Sudirman, Kav. 61- 62, Jakarta Selatan, Jakarta,
INDONESIA

Telephone: Jakarta 5200226, 5200948,
5220693, 5251350

Facsimile: +62-21-5200975

MANILA OFFICE

25th Floor, Pacific Star Building,
Makati Ave. cor. Sen. Gil J. Puyat Ave.
1200 Makati, Metro Manila,

PHILIPPINES

Telephone: Manila 810- 4826 ~ 4829, 811-5956, 5957

Facsimile: +63-2-815-1799

NEW DELHI OFFICE

D.L.F. Centre, 2nd floor, Sansad Marg,
New Delhi, 110001,

INDIA

Telephone: New Delhi 3714362, 3714363, 3717090

Facsimile: +91-11-371-5066

BEIJING OFFICE

3102, China World Trade Center, No.1 Jian Guo,
Men Wai Avenue, Beijing, The People's Republic
of CHINA

Telephone: Beijing 6505-1196, 1197

Facsimile: +86-10-6505-1198

KUALA LUMPUR OFFICE

22nd floor, UBN Tower, Letter Box No. 59
Jalan P. Ramlee 50250, Kuala Lumpur,

MALAYSIA

Telephone: Kuala Lumpur 2323255,
2322201, 2322202

Facsimile: +60-3-2322115

DHAKA OFFICE

Sonargaon Hotel Room No.351- 355
107, Kazi Nazrul Islam Avenue, Dhaka ,

BANGLADESH

Telephone: Dhaka 811641 ~ 5, 811005
812011 (HOTEL) (Ex.4351 ~ 4355)
814081, 816700 (Direct)

Telex: Call Number 632235 SNHT BJ (HOTEL)

Facsimile: +880-2-813336 (Direct)

ISLAMABAD OFFICE

House No.62 Ataturk Avenue, G-6/3,
Islamabad, PAKISTAN

Telephone: Islamabad 823116, 812478

Telex: Call Number 9254528

Answer Back Code OEFCPK

Facsimile: +92-51-822546

COLOMBO OFFICE

Level 13, Development Holdings
No.42, Navam Mawatha, Colombo 2,
SRI LANKA

Telephone: Colombo 300470, 300471, 300472

Facsimile: +94-1-300473

PARIS OFFICE

8, Rue Sainte-Anne, 75001, Paris, FRANCE

Telephone: Paris 4703-6190

Facsimile: +33-1-4703-3236

LONDON OFFICE

4th Floor, 9-15, Sackville Street, London,
W1X 1DE, U.K.

Telephone: London 0171-734-3565

Facsimile: +44-171-734-3569

NAIROBI OFFICE

6th floor, International House, Mama Ngina Street,
Nairobi, KENYA

P.O. Box Number: P.O.Box 49526, Nairobi, KENYA

Telephone: Nairobi 221420, 221637

Telex: Call Number 98722094

Answer Back Code OEFCNBI

Facsimile: +254-2-221569

CAIRO OFFICE

Nile Hilton Hotel Commercial Center,
No.30 Tahrir Square, Cairo, EGYPT

Telephone: Cairo 5748708, 5748709

Facsimile: +20-2-5741594

WASHINGTON OFFICE

2100 Pennsylvania Avenue, N.W. Suite 535,
Washington, D.C., 20037 U.S.A.

Telephone: Washington 463-7492

Facsimile: +1-202-463-7496

SOUTH AMERICA REGIONAL OFFICE

Edifício Torre Rio Sul,

Rua Lauro Müller, 116/3505

Botafogo, Rio de Janeiro- RJ- CEP 22290-160,

BRAZIL

Telephone: Rio de Janeiro 295-5942, 8596, 9691

Facsimile: +55-21-295-7840

HANOI OFFICE

5th Floor, 41B Ly Thai To Street, Hanoi, VIET NAM

Telephone: Hanoi 8248934 ~ 6

Facsimile: +84-4-8248937

(as of December 1997)