

# REQUEST FOR PROPOSAL

*(Please read in conjunction with the Bid Data Sheet [BDS])*

## DESIGN AND FIT-OUT CONSTRUCTION SERVICES FOR ADB COOK ISLANDS PACIFIC COUNTRY OFFICE

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## **General**

### **1. Scope of Bid**

- 1.1 The Asian Development Bank (hereinafter referred to as “ADB”) wishes to receive a Proposal for the Works described in the Bid Data Sheet (BDS), hereafter referred to as the Bid.
- 1.2 The Works shall be complete in all respect and shall be provided in accordance with the Work Performance Statement (**Appendix 1**).
- 1.3 The sealed Bid shall be completed and submitted to ADB in accordance with the provisions contained in the "Request for Proposal (RFP)."

### **2. Background**

- 2.1 ADB is seeking to establish a permanent, long term office in the Cook Islands. ADB has identified a suitable location for its office and has negotiated a long-term lease arrangement with the landlord and owner of the property. The office is in Nikau, adjacent to the International Airport, on the island of Rarotonga.
- 2.2 As part of the negotiated arrangements the landlord is responsible for the construction of the building shell to ADB general requirements. Construction of this shell is almost complete.
- 2.3 The ADB is responsible for the fit-out of the second floor of new building together with improvements to the property including but not limited to:
  - a. supply and installation of Zero Mass Water (ZMW) atmospheric water harvesting system; and
  - b. supply and installation of a 5-6 kw ‘solar flower’ power system.
- 2.4 ADB has an active interest in completing this project before the end of Q2 2020. To that end ADB is seeking a Contractor to undertake both design and construction services for the fit-out works.
- 2.5 ADB expects Contractors to maximize the engagement and use of local subcontractors and suppliers wherever possible. ADB seeks an explanation of how Contractors will achieve this in their Technical Bid.

### **3. Qualifications of the Bidder**

- 3.1 Please refer to the BDS.
- 3.2 In the case of joint ventures (JV), the qualifications and experience of all firms in the JV shall be considered as if the JV was a single Bidder. At least one firm in the JV must be a legally registered commercial enterprise established in the business of providing the

required Works or a subsidiary of a legally registered company. ADB shall require the identification of the JV partners and either a copy of the agreement entered into by the JV partners or the commitment to enter into a joint venture agreement [Sub-Clause 9.1 (vii)]. The Contract with ADB must be signed so as to be legally binding on all partners, while only one of the firms in the JV arrangement shall be authorized by other partner(s) to receive payments and instructions for and on behalf of any and/or all partners of the JV.

- 3.3 ADB's Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, suppliers, and contractors under ADB-financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the ADB:
- 3.3.1 Defines, for the purposes of this provision, the terms set forth below as follows:
- a. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
  - b. "fraudulent practice" is 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.
  - c. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - d. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- 3.3.2 Shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- 3.3.3 Shall sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ADB-financed Contract, the sanction of which shall include but not be limited to the execution of the penalties set forth under the Bid Securing Declaration or forfeiture of Performance Security, whichever is applicable, depending what stage of the project when collusion was discovered.
- 3.3.4 Shall have the right to inspect the accounts and records of the Contractor relating to the performance of the Contract and to have them audited by auditors appointed by ADB.
- 3.4 ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under ADB's Anticorruption Policy. In pursuance of ADB's Anticorruption Policy's requirement that Borrowers (including beneficiaries of Bank-financed activity), as well as Bidders, suppliers, and Contractors under Bank-financed Contracts, observe the highest standard of ethics. ADB shall take appropriate actions, which include not financing of the Contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if, they:

- 3.4.1 have controlling shareholders in common; or
- 3.4.2 receive or have received any direct or indirect subsidy from any of them; or
- 3.4.3 have the same legal representative for purposes of a Bid; or
- 3.4.4 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 a Bid of another Bidder, or influence the decisions of ADB regarding the bidding process; or
- 3.4.5 have submitted more than one Bid in the bidding process, except where alternative offers may be permitted under the Bidding Documents; this does not limit the participation of subcontractors in more than one Bid, or Bidders and subcontractors in more than one Bid, or as Bidders and subcontractors simultaneously; or
- 3.4.6 have participated as a consultant in preparing the design or technical specifications the goods and related services or works that are the subject of a Bid.

#### **4. Penalties on Collusion by Bidders**

- 4.1 If any Bidder is found to have colluded with other Bidders to fix the Bid prices prior to award of Contract, the Bidder shall be disqualified to bid for any future projects of ADB.
- 4.2 If the collusion with other Bidders to fix the Bid prices is discovered after award of Contract, ADB has the right to impose the following penalties on the Successful Bidder:
  - 4.2.1 The Contract shall be terminated by ADB immediately;
  - 4.4.2 The Performance Security shall be withheld by ADB and shall be called upon for deduction to meet all costs that are incurred due to termination of the Contract and re-Bid processes; and
  - 4.4.3 In addition, the Successful Bidder shall be disqualified to Bid for any future projects of ADB.

### ***Bid Preparation and Evaluation***

#### **5. Bid Procedure**

- 5.1 Please refer to the BDS.

#### **6. Cost of Bid**

- 6.1 The Bidder shall bear all the costs associated with the preparation and delivery of its Bid and ADB shall in no case be responsible for such costs.

#### **7. Bid Documents**

## **7.1 Contents of Bid Documents**

- 7.1.1 Please refer to the BDS.
- 7.1.2 The Bidder is expected to examine carefully the contents of the Bid Documents. A Bid, which is not substantially responsive to the requirements of the Bid Documents, shall be rejected.
- 7.1.3 The Bidder shall fully disclose whether any of the Bidder's personnel [including the owner, the directors, the manager(s) or any of the employees] has been formerly connected with ADB in any capacity as a regular or contractual staff or as a consultant. Failure to disclose this information may be grounds for disqualifying the Bidder or for immediate termination of the Contract with the Bidder. Any such disclosures shall not necessarily preclude the Bidder from the Bid process.
- 7.1.4 The Bidder shall furnish information as described in the Financial Bid Form on commissions or gratuities, if any, paid or to be paid relating to this Bid, and to contract execution if the Bidder is awarded the Contract.

## **7.2 Clarification on Bid Documents**

- 7.2.1 For any clarification on the Bid Documents, Bidder may notify ADB by email, at the email address indicated in BDS. ADB shall respond to any request for clarification, provided it is received on/or before the date specified in the BDS.

## **8. Pre-Bid Meeting and Site Inspection**

- 8.1 Refer to the BDS for details.

## **9. Amendment to Bid Documents**

- 9.1 At any time prior to the deadline for submission of Bid, ADB may for any reason modify the Bid Documents by issuing addenda.
- 9.2 Any addendum issued shall form part of the Bid Documents and shall be communicated in writing or by email to the Bidder. The transmittal of the addendum to the Bidder on the email addresses or facsimile numbers submitted shall relieve ADB of its obligations to notify the Bidder of the said addendum.
- 9.3 To afford Bidder reasonable time to take an addendum into account in preparing its Bid, ADB may extend the deadline for submission of Bid.

## **10. Preparation of Bid**

- 10.1 The Bid shall consist of a **TECHNICAL BID, FINANCIAL BID AND BID SECURING DECLARATION** and be structured as specified in the BDS (*Appendixes 2, 3 and 4*).
- 10.2 The Bid Documents as herein listed shall be duly completed with all entries typed or printed in ink.
- 10.3 The completed Technical and Financial Bid Forms shall be without interlineations or

erasures except those required to correct errors made by the Bidder, in which case the erasures and interlineations shall be initialed by the person or persons signing the Bid.

10.4 It is incumbent on the Bidder that when the documents mentioned above are duly completed, they should be submitted simultaneously by the Bidder in accordance with *Clauses 16 and 17*.

10.5 ADB is not bound to accept the lowest or any Bid, nor is it obliged to give any reason for the rejection of any Bid.

## **11. Bid Language**

11.1 The Bid and other documents including any correspondence related to the Bid shall be in the language specified in BDS.

## **12. Bid Currency**

12.1 The rates submitted by the Bidder shall be as specified in BDS. For purposes of evaluation of Financial Bids, the Bid shall be converted in US Dollar at the exchange rate specified in the BDS.

## **13. Bid Price**

13.1 Unless otherwise specifically stated in the Contract, the Bid prices shall be deemed to include, inter alia:

- a. labor costs;
- b. use of facilities, tools and equipment;
- c. supplies and materials including wastage;
- d. transportation and freight;
- e. administrative, supervision and overhead expenses;
- f. profit; and
- g. incidental expenses for the provision of the required Works.

13.2 Since ADB is exempted from paying taxes and duties under the Articles of Agreement Establishing the Asian Development Bank (Charter) and the Agreement between the Cook Islands and the Asian Development Bank Regarding the Establishment of a Country Office of the Asian Development Bank (Host Country Agreement) the Bidder shall calculate its prices for the service items **exclusive of all applicable taxes**.

13.3 The Bid price offered in the Financial Bid Form shall be flat rates for full execution of the Works in every respect. The Bidder shall be deemed to have taken account of all the requirements, whether expressed or implied, covered by all parts of the Bid Documents and other stipulated documents, and to have priced the items in the Bid Form accordingly. The total Bid price shall be the basis for payments for the Works provided in accordance with the Bid Documents.

13.4 The Bid price under the terms and conditions specified in the Contract shall be deemed to be firm and fixed. No claim for adjustments in the contract prices based on the Bid shall be considered by ADB for any change in foreign exchange rate, for any increase in wage rates, for any escalation costs of office materials and supplies. Any such change, increase or

escalation shall be deemed to have been taken into account and included in the Bid price.

## **14. Bid Validity**

- 14.1 The Bid shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by ADB. A Bid valid for a shorter period shall be rejected by ADB as non-responsive.
- 14.2 Prior to the expiry of the Bid validity period, ADB may request the Bidder for a specified extension in the period of Bid validity. A Bidder may refuse the request or agree to the request without modifying the original Bid. The request from ADB and responses by the Bidder shall be made in writing.

## **15. Bid Security**

- 15.1 ADB may waive the Bid security requirement, provided the Bidder signs the Bid Securing Declaration (**Appendix 4**) accepting that, if the Bidder withdraws or modifies its Bid during the period of validity, or the Bidder is awarded the Contract, and it fails to sign the Contract or submit a Performance Security in accordance with *Clause 28*, then the Bidder shall be disqualified from bidding in any or all future Contracts with ADB.

## **16. Bid Signing**

- 16.1 A person or persons (in case of Joint Venture) duly authorized to bind the Bidder to the Contract shall sign the Bid. Proof of authorization shall be furnished in the form of a Secretary's Certificate or Written Power of Attorney which shall accompany the Bid.
- 16.2 **The name and position held by each person signing the authorization and the duly authorized person or persons must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the Bid. Failure to do so shall be grounds for disqualification of the Bidder.**

## **17. Bid Submission**

### **17.1 Sealing and Marking of Bid**

- 17.1.1 Please refer to the BDS.

### **17.2 Deadline for Submission of Bid**

- 17.2.1 The Bid, should reach ADB not later than the date and time indicated in the BDS. The Bid should be sent by email, courier mail or hand-carried to the attention of the ADB Representative:

**Ms Bhauna Sharan  
Finance and Administration Officer  
South Pacific Sub-Regional Office  
Asian Development Bank  
Level 5, Ra Marama Building**

**91 Gordon St  
Suva, Fiji**

## **18. Modification and Withdrawal of Bid**

- 18.1 The Bidder may modify or withdraw its Bid after Bid submission, provided that written notice of the modification or withdrawal is received by ADB, prior to the deadline for the submission of Bid. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of *Clauses 16 and 17* with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 18.2 No Bid may be modified subsequent to the deadline for submission of Bid.
- 18.3 No Bid may be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

## **19. Bid Opening and Evaluation**

### **19.1 Bid Opening**

- 19.1.1 Please refer to the BDS.

### **19.2 Bid Evaluation**

- 19.2.1 To assist in the examination, evaluation and comparison of the Bid, ADB may, at its discretion, ask any Bidder for clarification of its Bid.
- a. The request for clarification and response shall be in writing or by email.
  - b. Clarification on the Bidder's technical capability may also be done by way of inspecting Bidder's company premises and/or visits to one or more of the Bidder's clients by ADB's representatives.
  - c. The Bidder should provide full cooperation if ADB deems necessary to do so.
- 19.2.2 Subject to *Clause 19.2.1*, no Bidder shall contact ADB on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of ADB, it should do so in writing.
- 19.2.3 Any effort by the Bidder to influence ADB in ADB's Bid evaluation, Bid comparison or contract award decisions may result in:
- a. the rejection of the Bidder's Bid; and
  - b. disqualification of the concerned Bidder to Bid for future procurement by ADB.
- 19.2.4 ADB shall determine whether each Bid submitted by a qualified Bidder is:
- a. properly signed;
  - b. the same name of company invited to participate in the Bidding;
  - c. substantially responsive to the requirements of the bid documents;
  - d. whether arithmetic errors in computation were made in the bid; and
  - e. the Bid is otherwise generally in order.
- 19.2.5 ADB may, based on factual justification and in consideration of requirements for competition and transparency, waive minor and/or administrative deficiencies in Bidders' submissions.



- 19.2.6 A Bid that is not substantially responsive to the Bidding documents or contains inadmissible reservations shall be rejected. A Bid shall be rejected if it is determined to contain an omission or misrepresentation that is determined by ADB, to amount to an integrity violation of ADB's Anticorruption Policy.

### **19.3 Technical Bid**

- 19.3.1 The Technical Bid shall be evaluated based on the Evaluation framework indicated in the BDS. A substantially responsive Bid is one that conforms to all terms, conditions and specifications of the Bid Documents without material deviation or reservation. A major deviation would normally occur when:
- a. the scope, quality or performance of the Works offered substantially differ from the Bid Documents;
  - b. the Bid offer limits in any substantial way, ADB's rights or the Bidder's obligations under the Contract; or
  - c. any rectification would unfairly affect the competitive position of other Bidders with substantially responsive Bids.

- 19.3.1 A major deviation shall result in the rejection of the Bidder's Bid.

### **19.4 Financial Bid**

- 19.4.1 The Financial Bid of the technically compliant Bid shall be considered in the financial evaluation. Bidder who do not conform to the specified requirements shall be rejected as deficient and non-responsive and shall not be included in the financial evaluation. For evaluation and comparison purposes, the currency of the Bid shall be converted into a single currency specified in the BDS.
- 19.4.2 In case of discrepancies between price given in words and that given in figure for the same item, the prices given in words shall prevail. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item shall be corrected. If there is a discrepancy between the total amount stated in the Financial Bid Form and the sum of the total price per item, the sum of the total price per item shall prevail and the total amount shall be corrected.
- 19.4.3 If the Bidder does not accept the corrected amount of Bid as per *Clause 18.4.2*, its Bid shall be considered as withdrawn, and the Bidder shall be disqualified to Bid for any future projects of ADB.

## **20. Non-conformities, Errors and Omissions**

- 20.1 Provided that a Bid is substantially responsive, ADB may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
- 20.2 Provided that a Bid is substantially responsive, ADB may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

## ***Award of Contract***

### **21. Award**

- 21.1 Before contract award, ADB reserves its right to negotiate the prices with a view to obtain the best value for money for ADB.

### **22. ADB's Right to Accept or Reject Any Bid**

- 22.1 ADB reserves the right to accept or reject any Bid, and to annul the Bidding process and reject a Bid at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for ADB's action.

### **23. Notification of Award**

- 23.1 ADB shall notify the successful Bidder by a Letter of Acceptance of Bid (**Appendix 5**) that its Bid has been accepted.
- 23.2 The Letter of Acceptance of Bid, together with the Bid, shall form a contract between ADB and the successful Bidder, until the Contract has been executed pursuant to *Clause 2.4*.

### **24. Execution of the Contract**

- 24.1 The Bidder to whom the Contract is awarded is required to enter into and execute a Contract Agreement (**Appendix 6**) in accordance with the form, conditions and requirements in the Bid Documents, and to furnish the required Performance Security, Comprehensive General Liability Insurance and other stipulated documents within fifteen calendar days from the date the Bidder receives ADB's Letter of Acceptance of Bid.
- 24.2 ADB, as necessary, may include among the conditions of contract requirements that Bidders, suppliers, consultants, contractors, service contractors and concessionaires shall allow ADB to:
- a. Inspect their accounts and records and other documents relating to the submission of Bid and contract performance and have them audited by auditors appointed by ADB.
  - b. Require them to respond to questions or to produce any document necessary for the investigation of allegations of integrity violation.
  - c. Require their employees or agents to respond to questions or produce any document necessary for the investigation of allegations or integrity violation.
  - d. Require them, as well as their employees or agents, to report to the ADB's Office of Anticorruption and Integrity (OAI) suspected integrity violations of which they have knowledge or become aware in relation to the Bidding process, negotiation, or execution of a contract.
- 24.3 If the successful Bidder refuses or fails to enter into Contract Agreement within the stipulated time, the Bidder shall be disqualified to Bid for any future projects of ADB.

### **25. Performance Security**

25.1 The successful Bidder shall post a Performance Security in favor of ADB in the amount specified in the BDS to guarantee its faithful performance of the Contract. The Performance Security, payable in the currency of Bid or US Dollars, shall be in the proforma attached herewith (**Appendix 7**).

25.2 Failure of the successful Bidder to submit to ADB the required Performance Security shall constitute sufficient ground for annulment of the award and shall be disqualified to bid for any future projects of ADB.

## **26. Notice to Proceed**

26.1 After the Contract has been entered into, ADB shall issue a Notice to Proceed. The effectivity of the Contract is indicated in the BDS.

## **27. Special Character of ADB**

27.1 The Bidder's special attention is drawn to the special character of ADB as an international financial institution with status, privileges and immunities as established under the Charter and the Headquarters Agreement. The Bidder is advised to study these documents, copies of which are available from ADB free of charge, during normal office hours, in order to assess his or her rights and obligations under the Contract.

## **28. Confidentiality/ Non-disclosure**

28.1 The information contained in this Bid Documents, or accumulated through other written or verbal communications, is confidential. It is for information purposes only and is not to be disclosed or used for any other purpose. All information contained herein is private and is protected by law.

28.2 Information received in response to this Bid Documents shall be held in strict confidence and shall not be disclosed to any party other than ADB without written consent. A non-disclosure agreement can be arranged, if requested.

## **29. Warranty Coverage**

29.1 The Bidder should include a warranty period of at least one (1) year starting from the completion of the commissioning. Warranty should cover parts and labor.

29.2 The Bidder shall state the extent of warranty and local or alternative support it can provide in addition to the ADB's minimum requirements. The Bidder shall specify in detail the components that are covered under this warranty and the circumstances by which this warranty is honored.

## BID DATA SHEET

This Data Sheet consists of provisions that are specific to each procurement and supplement the information or requirements included in the Request for Proposal.

<b>RFP Clause</b>	<b>Amendments of, and Supplements to, Clauses in the RFP</b>
<b>1.1</b>	<p>Asian Development Bank (ADB) is a multilateral development finance institution headquartered in Manila, Philippines. For further information, please refer to <a href="http://www.adb.org">www.adb.org</a>.</p> <p>ADB issues this Bidding Document for the <b>Fit-Out Design and Construction Services for ADB Cook Islands Pacific Country Office</b>.</p>
<b>3.1</b>	<p>Have the nationality on eligible country in accordance with <b>Table 1: List of ADB Eligible Member Countries</b>.</p> <p>A Bidder shall be deemed to have the nationality of a Member Country if it is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country;</p> <p>Have not been sanctioned nor be ineligible to enter into transactions with ADB or any other multilateral development bank or institution; and</p> <p>Past performance of services at ADB (if applicable) will be taken into consideration as part of the bid evaluation.</p>

4.1	<p>Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid shall be disqualified.</p> <p>A <b>Single Stage—One Envelope</b> Bidding procedure shall be followed wherein Bidder submit Bid in one envelope containing both Technical and Financial Bids (refer to <i>Clause 9</i>).</p> <p>The Bid is opened at the address, date and time specified by ADB (refer to <i>Clause 18</i>).</p> <p>The Technical Bid shall be evaluated based on a “<b>Pass/Fail</b>” evaluation framework established by ADB (<b>Appendix 2.2</b>). Bidder must pass all the minimum requirements defined in the Technical Evaluation Criteria to be considered as technically compliant.</p> <p>The Financial Bid shall be evaluated based on a “<b>Best Value</b>” evaluation framework established by ADB (<b>Appendix 3.2</b>). ADB is not obliged to accept the lowest price tendered.</p> <p>Before contract award, ADB reserves its right to negotiate the prices with one of more of the Pass Technical Bidders with a view to obtain the best value for money for ADB.</p>																																																															
6.1.	<p>In addition to the RFP, the Bid Documents are composed of following documents, which should be read in conjunction with any addendum issued in accordance with <i>Clause 8</i>:</p> <table><tr><td>Work Performance Statement</td><td>—</td><td><b>Appendix 1</b></td></tr><tr><td>Architectural &amp; Design Brief</td><td>—</td><td><b>Appendix 1.1</b></td></tr><tr><td>Drawings</td><td>—</td><td><b>Appendix 1.2</b></td></tr><tr><td>Draft Project Plan</td><td>—</td><td><b>Appendix 1.3</b></td></tr><tr><td>Draft Project Schedule</td><td>—</td><td><b>Appendix 1.4</b></td></tr><tr><td>Technical Bid Form</td><td>—</td><td><b>Appendix 2</b></td></tr><tr><td>Technical Bid Proposal Form</td><td>—</td><td><b>Appendix 2.1</b></td></tr><tr><td>Technical Evaluation Criteria</td><td>—</td><td><b>Appendix 2.2</b></td></tr><tr><td>Certificate of Site Inspection</td><td>—</td><td><b>Appendix 2.3</b></td></tr><tr><td>Financial Bid Form</td><td>—</td><td><b>Appendix 3</b></td></tr><tr><td>Bill of Quantities</td><td>—</td><td><b>Appendix 3.1</b></td></tr><tr><td>Financial Evaluation Criteria</td><td>—</td><td><b>Appendix 3.2</b></td></tr><tr><td>Secretary’s Certificate</td><td>—</td><td><b>Appendix 3.3</b></td></tr><tr><td>Bid Securing Declaration</td><td>—</td><td><b>Appendix 4</b></td></tr><tr><td>Bidder’s Information Sheet</td><td>—</td><td><b>Appendix 4.1</b></td></tr><tr><td>Joint Venture Data</td><td>—</td><td><b>Appendix 4.2</b></td></tr><tr><td>Letter of Acceptance of Bid</td><td>—</td><td><b>Appendix 5</b></td></tr><tr><td>Draft Contract Agreement</td><td>—</td><td><b>Appendix 6</b></td></tr><tr><td>Performance Security Form</td><td>—</td><td><b>Appendix 7</b></td></tr><tr><td>Standards of Conduct for Contractors</td><td>—</td><td><b>Appendix 8</b></td></tr><tr><td>List of ADB Eligible Member Countries</td><td>—</td><td><b>Table 1</b></td></tr></table>	Work Performance Statement	—	<b>Appendix 1</b>	Architectural & Design Brief	—	<b>Appendix 1.1</b>	Drawings	—	<b>Appendix 1.2</b>	Draft Project Plan	—	<b>Appendix 1.3</b>	Draft Project Schedule	—	<b>Appendix 1.4</b>	Technical Bid Form	—	<b>Appendix 2</b>	Technical Bid Proposal Form	—	<b>Appendix 2.1</b>	Technical Evaluation Criteria	—	<b>Appendix 2.2</b>	Certificate of Site Inspection	—	<b>Appendix 2.3</b>	Financial Bid Form	—	<b>Appendix 3</b>	Bill of Quantities	—	<b>Appendix 3.1</b>	Financial Evaluation Criteria	—	<b>Appendix 3.2</b>	Secretary’s Certificate	—	<b>Appendix 3.3</b>	Bid Securing Declaration	—	<b>Appendix 4</b>	Bidder’s Information Sheet	—	<b>Appendix 4.1</b>	Joint Venture Data	—	<b>Appendix 4.2</b>	Letter of Acceptance of Bid	—	<b>Appendix 5</b>	Draft Contract Agreement	—	<b>Appendix 6</b>	Performance Security Form	—	<b>Appendix 7</b>	Standards of Conduct for Contractors	—	<b>Appendix 8</b>	List of ADB Eligible Member Countries	—	<b>Table 1</b>
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<b>7.2.1</b>	<p>Bidders may notify <b>MS Bhauna Sharan, Finance and Administration Officer, SPSO Fiji, bsharan@adb.org</b> for any clarification on the Bid documents.</p> <p>Deadline for submitting requests for clarification is on <b>12.00 Midday, Wednesday 10/12/2019</b>.</p>
<b>8.1</b>	<p>A Pre-Bid Meeting followed by a Site Inspection shall be held at <b>1.00 pm Tuesday 26 November 2019</b> at:</p> <p style="text-align: center;">ADB Cook Islands Development Office Asian Development Bank Kaititera Part Section 105 Avarua Rarotonga Cook Islands</p>
<b>10.1</b>	<p>The <b>Technical Bid</b> shall be composed of the following:</p> <ul style="list-style-type: none"> <li>(1) Completed Technical Bid Form (<b>Appendix 2</b>);</li> <li>(2) Completed Technical Bid Proposal Form (<b>Appendix 2.1</b>);</li> <li>(3) Certificate of Site Inspection (<b>Appendix 2.3</b>);</li> <li>(4) Secretary's Certificate or Written Power of Attorney (<b>Appendix 2.4</b>).</li> </ul> <p>Furnish an authorization letter stating the name and official position held by the person to sign the Bid and the formal Contract for the Bidder. The person authorized to sign the Bid should also sign the conforme in the certification. In case of a joint venture, each party to the joint venture shall sign the notarized authorization letter (under joint and several liability);</p>
<b>10.1</b>	<p>The <b>Financial Bid</b> shall be composed of the following:</p> <ul style="list-style-type: none"> <li>(1) Completed Financial Bid Form (<b>Appendix 3</b>);</li> <li>(2) Completed Bill of Quantities (<b>Appendix 3.1</b>);</li> </ul>
<b>11.1</b>	<p>The Bid language shall be English.</p>
<b>12.1</b>	<p>The rates shall be quoted in <b>NEW ZEALAND</b> Dollars or any acceptable currency of an ADB member country.</p>
<b>14</b>	<p><b>The Bid validity period shall be at least ninety (90) calendar days.</b></p> <p><b>Bids shall be valid until at least 30/03/2020.</b></p>
<b>15</b>	<p><b>Not Applicable</b></p>
<b>17.1</b>	<p>The Bidder shall submit one original copy of the Technical and Financial Bids and clearly mark each "<b>TECHNICAL BID</b>" and "<b>FINANCIAL BID</b>".</p> <p>These are to be secured in separate sealed envelopes, or in the case of electronic email submission two separate folders or Zip files duly marking the envelopes or folders/ files as "<b>TECHNICAL BID</b>" and "<b>FINANCIAL BID</b>" as appropriate.</p> <p>The envelopes shall be enclosed in one envelope. The electronic folders or Zip files are to be "password protected" and the password provided to the nominated</p>

	<p>ADB representative via separate email.</p> <p>The outer envelope or covering email shall:</p> <p>(1) bear the name and address of the Bidder:</p> <p style="text-align: center;"><b><u>NAME AND ADDRESS OF THE BIDDER</u></b></p> <p>(2) be addressed and submitted to the nominated ADB representative:</p> <p><b>Ms Bhauna Sharan</b>  <b>Finance and Administration Officer</b>  <b>South Pacific Sub-Regional Office</b>  <b>Asian Development Bank</b>  <b>Level 5, Ra Marama Building</b>  <b>91 Gordon St</b>  <b>Suva, Fiji</b></p> <p><b>bsharan@adb.org</b></p> <p>(3) bear the following identification:</p> <p style="text-align: center;">“SEALED BID FOR FIT-OUT DESIGN AND CONSTRUCTION SERVICES  FOR ADB COOK ISLANDS PACIFIC COUNTRY OFFICE. DO NOT OPEN  BEFORE <b>12.00 Midday, Friday 20 December 2019</b>”.</p> <p>If the envelopes are not sealed and marked as required, ADB shall assume no responsibility for the misplacement or premature opening of the Bid.</p> <p>The Bidders are to complete and submit the following:</p> <p>(1) Completed Bid Securing Declaration (<b>Appendix 4</b>);  (2) Completed Bidder’s Information Sheet (<b>Appendix 4.1</b>);  (3) Completed Joint Venture Data (<b>Appendix 4.2</b>), if applicable; and  (4) Joint Venture Commitment – In case of a joint venture, provide the official joint venture agreement or a written confirmation signed by all joint venture parties (under joint and several liability), duly notarized, stating that in case of award of Contract, the parties shall enter into a joint venture agreement and accept joint and several liability for all obligations under the Contract.</p>
<b>17.2</b>	<p>The deadline for submission of Bid is on:</p> <p style="text-align: center;"><b>12.00 Midday, Friday 20/12/2019.</b></p> <p><b>Ensure Bidders allow enough time for the delivery of Bids to the nominated address.</b></p>
<b>19.1</b>	<p>ADB shall open the Technical and Financial Bids, including modifications made pursuant to <i>Clause 18</i>.</p> <p>The envelopes holding the Technical and Financial Bids shall be opened and following read out and recorded: name of the Bidder and whether there is</p>

	<p>withdrawal, substitution or modification; the presence of Bid Securing Declaration; and other details as per <i>Clause 9</i>. A Bid read out and recorded at the Bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Bid except for late Bid, in accordance with <i>Clause 18</i>.</p> <p>ADB shall prepare a record of the opening of the Technical and Financial Bids that shall include, as a minimum: the name of the Bidder and whether there is withdrawal, substitution or modification; the presence of Bid Securing Declaration; and other details as per <i>Clause 9</i>.</p>
<b>19.3</b>	<p>Technical Bid shall be evaluated based on a “<b>Pass/Fail</b>” evaluation framework established by ADB (<b>Appendix 2</b>). Bidder must pass all the minimum requirements defined in the Technical Evaluation Criteria to be considered as technically compliant and qualify for the financial evaluation.</p>
<b>19.4</b>	<p>Financial Bid shall be evaluated based on a “<b>Best Value</b>” evaluation framework established by ADB (<b>Appendix 3</b>). Bidder must pass all the minimum requirements defined in the Technical Evaluation Criteria to be considered as technically compliant and qualify for the financial evaluation.</p> <p>For evaluation and comparison purposes, the currency of the Bid shall be converted to US Dollars.</p>
<b>25</b>	<p>The Performance Security shall be in the amount equivalent to 10% of the total Contract amount.</p>
<b>26</b>	<p>The expected commencement date of the Works is on:</p> <p style="text-align: center;"><b>Monday, 13 January 2020.</b></p> <p>This date is subject to change.</p>



## Appendices

Appendix	Title
1	Work Performance Statement
2	Technical Bid
3	Financial Bid
4	Bid Securing Declaration
5	Letter of Acceptance
6	Contract Agreement
7	Performance Security

**Table 1. List of ADB Eligible Member Countries**

1. Afghanistan	37. Myanmar
2. Armenia	38. Nauru
3. Australia	39. Nepal
4. Austria	40. The Netherlands
5. Azerbaijan	41. New Zealand
6. Bangladesh	42. Norway
7. Belgium	43. Pakistan
8. Bhutan	44. Palau
9. Brunei Darussalam	45. Papua New Guinea
10. Cambodia	46. Philippines
11. Canada	47. Portugal
12. China, People's Republic of	48. Samoa
13. Cook Islands	49. Singapore
14. Denmark	50. Solomon Islands
15. Fiji Islands	51. Spain
16. Finland	52. Sri Lanka
17. France	53. Sweden
18. Georgia	54. Switzerland
19. Germany	55. Taipei, China
20. Hong Kong, China	56. Tajikistan
21. India	57. Thailand
22. Indonesia	58. Timor-Leste
23. Ireland	59. Tonga
24. Italy	60. Turkey
25. Japan	61. Turkmenistan
26. Kazakhstan	62. Tuvalu
27. Kiribati	63. United Kingdom
28. Korea, Republic of	64. United States
29. Kyrgyz Republic	65. Uzbekistan

30. Lao PDR	66. Vanuatu
31. Luxembourg	67. Viet Nam
32. Malaysia	68. Niue
33. Maldives, Republic of	
34. Marshall Islands	
35. Micronesia, Federated States of	
36. Mongolia	

