

Invitation for Bid (IFB)

(Limited Bidding)

Contract # 17620

ISDB Housing Compound Demolition

Dear Sir/Madam,

1. **The Islamic Development Bank (IsDB)**, hereafter referred to as the “**Purchaser**”, would like to invite bids following IsDB’s Limited Bidding procurement procedure from eligible and qualified bidders for Housing Compound Demolition. This invitation is not transferable to another bidder.
2. The bidding document, apart from this letter of Invitation for Bid (**IFB**), has the following sections.

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|--------------|---|
| Section I. | Instructions to Bidders (ITB) |
| Section II. | Eligibility Criteria and Definition of Integrity Violations |
| Section III. | Evaluation and Qualification Criteria (EQC) |
| Section IV. | Purchaser’s Requirements |
| Section V. | Bidding Forms |
| Section VI. | Terms and Conditions of Supply |
3. The eligibility requirements for the bidders are in Section II.
4. The minimum qualification requirements for the bidders are as follows and more details are provided in Section III.
5. **The scope of the bidding** covers the following:

Referred to section IV
6. The bidders should prepare bids follow the instructions in Section I.
7. The deadline for submitting bids is **9th Feb 2025, local time 16:00 in Jeddah, The Kingdom of Saudi Arabia.**
8. Bid opening shall be immediately after the bid submission deadline.
9. Acknowledgement **of receipt** of this IFB by replying to the Purchaser’s Representative’s email address above, within 5 days after you have received this IFB, and advising us whether or not your company will submit a quotation will be appreciated.

Mr. Ebad Lodhi
Procurement Representative
Cooperate Procurement Division
Islamic Development Bank
Tel: 966 12 646 7228
Cell: 966 50 0397717
elodhi@isdb.org

Section I. Instructions to Bidders (ITB)

1. General

- 1.1. These instructions and all other sections of this Bidding Document as indicated in the Invitation for Bid should be read conjunction with the Invitation for Bid (IFB) and any Addenda issued in accordance with ITB 7.
- 1.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 1.3. The following terms are defined for the purpose of this bidding:
- 1.4. ***"The Purchaser"*** means the Islamic Development Bank or IsDB.
- 1.5. ***"Day"*** means calendar day unless otherwise specified.
- 1.6. ***"Delivery Site"*** is the location where the Goods will be delivered.

2. Scope of Bidding

- 2.1. The scope of the bidding is indicated in the IFB.

- 2.2. If multiple Lots are indicated in Section IV (Purchaser's Requirement) and if the IFB permits the Bidder not to quote for all Lots, the Bidder may quote prices for any or all Lots.
- 2.3. If the IFB requires the Bidder to quote price(s) for all Lots, the Bidder must quote for all lots otherwise the Bid may be rejected.

3. Eligible Bidders

- 3.1. A Bidder must meet the eligibility requirements in Section II.
- 3.2. A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
 - a) all parties to the JV shall be jointly and severally liable.
 - b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Eligible Goods and Related Services

- 4.1. The IsDB has no restrictions on the country of origin of Goods provided such sources comply with the Boycott Regulations of the Organization of Islamic Cooperation, the League of Arab States and the African Union.
- 4.2. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation and commissioning, training, and initial maintenance.
- 4.3. The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5. Anticorruption

- 5.1. IsDB's Anticorruption Policy requires IsDB staff, as well as bidders, suppliers, and Suppliers under IsDB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. IsDB will reject a bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract. Definitions of such violations are in Section II.

6. Clarification of Bidding Document

6.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser's Representative at the address provided in the IFB. The Purchaser will respond in writing to any request for clarification, provided that such request is received with sufficient time for the Purchaser to respond prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired bid document directly from the IsDB, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 7 and 22.2. The Purchaser has no obligation to respond to all requests for clarifications.

7. Amendment of Bidding Document

- 7.1. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 7.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
- 7.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 22.2.

8. Cost of Bidding

8.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid regardless of the outcome of the bidding process.

9. Language of Bid

9.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be in Arabic, or English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in Arabic, or English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents Comprising the Bid

10.1. The Bid shall comprise the following:

- a) Bid Submission Sheet and the applicable Price Schedules.
- b) Bid-Securing Declaration.
- c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- d) documentary evidence in accordance with ITB 14 establishing the Bidder's eligibility to bid;

- e) documentary evidence in accordance with ITB 15, that the Goods to be supplied by the Bidder are of eligible origin;
- f) documentary evidence in accordance with ITB Clauses 16 and 29, that the Goods and Related Services conform to the Bidding Document;
- g) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted.

11. Bid Submission Sheet and Price Schedules

- 11.1. The Bidder shall submit the Bid Submission Sheet using the form furnished in Section III, Bidding 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.
- 11.2. The Bidder shall submit the Price Schedules for Goods according to their origin as appropriate, using the forms furnished in Section III, Bidding Forms.

12. Bid Prices

- 12.1. The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 12.2. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 30.3
- 12.3. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid.
- 12.4. The incoterm CIP, and other similar terms if indicated in the bidding document, shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids.
- 12.5. Prices shall be quoted as specified in each Price Schedule included in Section V, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 12.6. The quotation shall exclude all taxes and other levies payable by the Supplier in accordance with the laws of the in the Country of Deliver Site and in the Kingdom of Saudi Arabia. The Purchaser shall seek tax exemption for this Contract from the authorities in the Country of Delivery Site and in the Kingdom of Saudi Arabia, otherwise an appropriate additional amount will be added to the above price when the contract is finalized, in order for the supplier to fulfil its tax obligations in the Country of Delivery Site and in the Kingdom of Saudi Arabia.
- 12.7. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

13. Currencies of Bid

- 13.1. A Bidder may express its bid price in the currency of the Kingdom of Saudi Arabia (SAR).

14. Documents Establishing the Eligibility of the Bidder

- 14.1. To establish their eligibility in accordance with ITB 3, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section III (Bidding Forms).

15. Documents Establishing the Eligibility of the Goods and Related Services

- 15.1. To establish the eligibility of the Goods and Related Services, in accordance with ITB 4, Bidders shall indicate the country of origin in the Price Schedule Forms, included in Section V (Bidding Forms).

16. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

- 16.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section IV (Purchaser's Requirement).
- 16.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section IV (Purchaser's Requirement).

17. Documents Establishing the Qualifications of the Bidder

- 17.1. The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III (Evaluation and Qualification Criteria). The requirement for submission of documents establishing the qualifications of the Bidder may be waived for bidders who have been prequalified for this bidding through a prequalification process if such waiver is provided in Section III (Evaluation and Qualification Criteria).
- 17.2. A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Country of the Delivery Site.
- 17.3. A Bidder that does not conduct business within the Country of the Delivery Site shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Section IV (Purchaser's Requirement).

18. Period of Validity of Bids

- 18.1. Bids shall remain valid for the period as indicated in the IFB after the bid submission deadline date.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request without breaching its Bid-Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Securing Declaration

- 19.1. A Bidder shall furnish as part of its bid a Bid Securing Declaration using the form included in Section III, Bidding Forms. Any Bid not accompanied by a compliant Bid Securing Declaration shall be rejected by the Purchaser as non-responsive.

20. Format and Signing of Bid

- 20.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. *(Copies are optional)*
- 20.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a Power of Attorney or Board Resolution.
- 20.3. Any amendments such as interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

21. Sealing and Marking of Bids

- 21.1. Bidders may submit their bids (PDF) by given email address below:
- 21.2. **General Inquiries** Email : Internal Team - Housing compound demolishing 17620 9af9aaa8.isdb.org@emea.teams.ms
- 21.3. Technical Proposal to be clearly marked "TECHNICAL PROPOSAL", "[Bidding Name]".
- 21.4. Similarly, the Financial Proposal shall be password protected and clearly marked "FINANCIAL PROPOSAL", followed by the name of the bid.
- 21.5. If financial proposals are not password protected and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser at the address and no later than the submission date and time indicated in the IFB.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 7, in which case all rights and obligations of the

Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except that Withdrawal Notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written Notice. All Notices must be:
 - a) submitted in accordance with ITB Clauses 20 and 21 (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
 - b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

25. Bid Opening

- 25.1. The Bid Evaluation Committee (BEC) of the Purchaser shall conduct the bid opening immediately after the deadline for submission of Bids.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 20.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

- 25.3. All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices; the presence of a Bid-Securing Declaration; and any other details as the BEC of the Purchaser may consider appropriate. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.
- 25.4. The BEC of the Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable; and the presence or absence of a Bid-Securing Declaration.

26. Confidentiality

- 26.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until notification of the Contract award.
- 26.2. Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3. Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 31.

28. Deviations, Reservations, and Omissions

- a) During the evaluation of bids, the following definitions apply:
- b) "Deviation" is a departure from the requirements specified in the Bidding Document;
- c) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- d) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

- 29.1. The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB10.

29.2. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- a) if accepted, would:
- b) affect in any substantial way the scope, quality, or performance of the Goods specified in Section IV (Purchaser's Requirement) and Section VI (Terms and Conditions of Supply); or
- c) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- d) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3. The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section IV, (Purchaser's Requirement) and Section VI (Terms and Conditions of Supply) have been met without any material deviation or reservation.

30. Nonmaterial Nonconformities

30.1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

30.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities 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.

30.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section II, Evaluation and Qualification Criteria.

31. Correction of Arithmetical Errors

31.1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security shall be forfeited, or its bid securing declaration shall be executed.

32. Conversion to Single Currency

32.1. For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into US Dollars using IsDB's daily currency exchange rates issued on the day of submission date indicated in the IFB

33. Margin of Preference

33.1. Bidders should refer to Section III and check if a margin of preference for Goods originated from IsDB member country will apply to this Bidding.

34. Evaluation of Bids

34.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

34.2. To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section II, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

34.3. To evaluate a Bid, the Purchaser shall consider the following:

- a) the bid price as quoted in accordance with ITB 12;
- b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- c) price adjustment due to application of the evaluation criteria specified in Section III, Evaluation and Qualification Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.

34.4. The Purchaser's evaluation of a bid will exclude and not take into account:

- a) in the case of Goods offered from within the Country of the Delivery Site, all sales tax and all other taxes, applicable in the Country of the Delivery Site and payable on the Goods if the Contract is awarded to the Bidder;
- b) in the case of Goods offered from outside the Country of the Delivery Site, all customs duties, sales tax, and other taxes, applicable in the Country of the

Delivery Site and payable on the Goods if the Contract is awarded to the Bidder;
and

35. Comparison of Bids

- 35.1. The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 34.
- 35.2. If multiple Lots are indicated in Sections IV (The Purchaser's Requirement) and if the IFB permits the Bidder to quote prices for any or all Lots, the Purchaser will evaluate and compare Bids on the basis of each individual Lot or a combination of Lots in order to arrive at the least cost combination for the Purchaser.

36. Post-qualification of the Bidder

- 36.1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 36.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 37.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

38. Award Criteria

- 38.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 38.2. If multiple Lots are indicated in Sections IV (The Purchaser's Requirement) and if the IFB permits the Bidder to quote prices for any or all Lots, the Purchaser may award Contracts to two or more responsive bidders whose Bids represent the least cost combination for the Purchaser as mentioned in ITB35.2.

39. Notification of Award

- 39.1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, or each of the Bidders who win multiple lots contract award, in writing, that its Bid has been accepted.
- 39.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39.3. The Purchaser will send a Letter of Regret to unsuccessful Bidders informing them that their Bids are not accepted. After receipt of the letter, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond to such requests.

40. Signing of Contract

- 40.1. Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement and the Terms and Conditions of Supply.
- 40.2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41. Performance Security

- 41.1. Within twenty-eight (28) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the Contract, using the Performance Security Form in Section III (Bid Forms), or another form acceptable to the Purchaser.
- 41.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated responsive Bidder.

Section II. Eligibility Requirements and Definition of Integrity Violations

1. Eligibility Requirements

- a) The IsDB has no restrictions on the source of its corporate procurement provided such sources comply with the Boycott Regulations of the Organization of Islamic Cooperation, the League of Arab States and the African Union.

- b) The IsDB prefers to contract vendors from Member Countries. When such preference is to be applied in selecting vendors, the invitation for bids, invitation for quotations, invitation for expression of interest and/or the request for proposals shall define how such preference will be applied in the selection process.
- c) A vendor that is on any IsDB sanction or suspension list due to misconduct, administrative actions, integrity violations or poor performance list shall be ineligible for IsDB corporate procurement contract.
- d) The IsDB shall not contract any vendor who is unsuitable for or has conflict of interest or perceived conflict of interest in executing a contract with IsDB.

2. Definition of Integrity Violations

IsDB will reject a bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract. Corrupt, fraudulent, collusive, coercive, obstructive practices and integrity violations are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” 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;
- (iii) “coercive practice” means 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;
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB’s contractual rights of audit or access to information; and

- (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

Section III. Evaluation and Qualification Criteria

1. Qualification Criteria

All Bidders invited to this bidding have been prequalified, therefore the requirement for submission of documents establishing Bidder's qualification is waived for this bidding

The Bidders must meet the following qualification criteria:

2. Technical Criteria

The Bidders must submit bids that comply with the minimum technical requirements in Section IV. The Purchaser may reject any bid that fails to meet such minimum requirements.

The Purchaser reserve its right to accept a minor deficiency in technical compliance. An example of such non-substantive deficiency is the case of an auxiliary motor of which the power rating falls short of that specified, or a proposal to supply cross-ply tires for a vehicle instead of radially as specified. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the non-conforming items or components deducted.

3. Economic Criteria

2.1. The price shall be the only criterion when evaluating a bid after the bid has passed the eligibility and technical evaluation.

2.2. Deviations from the Terms of Payment as specified in Section VI (Terms and Conditions of Supply) are not permitted.

2.3. Deviations from the delivery and competition Schedule specified in Section IV (Purchaser's Requirement) are not permitted.

4. Evaluation Criteria

| Criteria and questions for Technical Evaluation (Importance to each criteria) | |
|--|----------|
| Criteria | % |

| | |
|---|-----------|
| <ul style="list-style-type: none"> • Legal & Finance | 10 |
| <ul style="list-style-type: none"> • Understanding the scope of work | 5 |
| <ul style="list-style-type: none"> • Experience and qualifications of the contractor | 10 |
| <ul style="list-style-type: none"> • Financial offer | 50 |
| <ul style="list-style-type: none"> • Proposed work completion guarantee | 15 |
| <ul style="list-style-type: none"> • Proposed timeline for completion | 10 |

Note: All submissions will be assessed using the criteria listed above.

Technical Score is 50%

Financial Score is 50%

The required technical score is 35% in order to qualify.

➤ **Section IV. Purchaser's Requirements**

○ **Introduction**

IsDB is seeking proposals from qualified contractors for the demolition of a housing compound. This project requires a comprehensive approach that encompasses site assessment, permits approval, safety protocols, environmental considerations, and community engagement. We invite your firm to submit a detailed proposal outlining your approach to this critical endeavor.

○ **Background**

The Housing Compound is a residential complex belonging to IsDB that is located in Rawdha-Jeddah. The land area of the housing compound is almost 10,000 sqm. Currently, the housing compound consists of 4 buildings and amenities. These buildings are reinforced concrete structured. The bidders are required to visit the site for detailed clarity of site.

The demolition of a housing compound is a complex and multifaceted project that necessitates careful planning, coordination, and execution. The successful contractor will be responsible for adhering to all aspects of the demolition plan, ensuring that safety, environmental impact, cost, and community relations are managed efficiently and effectively.

○ **Scope of Work**

The scope of work for this project is the demolishing of housing compound and clear out the land from all construction scrab and debris including underneath structures.

The work includes but not limited to:

1. gaining demolishing permits from Authorities. Establish communication lines with local authorities and stakeholders.

2. Completely demolish and remove above and underground buildings and facilities.

3. Leveling the land to the street level. Contractor to gain IsDB clearance before any re-filling.

4. Compliance with all requirements of Authorities during demolishing including disposal.

5. Adhere to all safety practices, environmental consideration and community (neighbors) non-disruptive relation. The site will be handed to the contractor and remain under his liability till work completion.

6. Information about the area:
 - Area to be remeasured again as per site Hand Over

 - Consist of 4 building, Each Building with 4 floors.

 - Swimming pool

- Basketball court
- Garden

Below are more details of internal liability of the contractors:

- **Site Assessment**

Conduct thorough site assessments, including detailed surveys and inspections to identify potential hazards, such as asbestos or other hazardous materials.

- **Safety Protocols**

Implement stringent safety protocols to protect workers and the surrounding community. This includes the use of personal protective equipment (PPE), regular safety briefings, and emergency response procedures. Continuous monitoring and risk assessments are essential throughout the demolition process.

- **Environmental Considerations**

Develop strategies to minimize pollution, manage waste, and ensure proper disposal of materials.

This involves implementing measures to control dust and noise pollution.

- **Community Engagement**

Develop strategies for engaging with the local community, keeping residents informed and involved throughout the process. This includes organizing public meetings, distributing informational materials, and providing regular updates on the project's progress.

- **Payment and Performance Guarantee Mechanism**

The contractor is expected to pay IsDB for the usage of scab. All associated costs of permits, demolishing and disposal are under the contractor's liability. The offer shall mention the amount payable to IsDB.

The contractor is required, before site handover, to submit an acceptable guarantee to IsDB which will be released when work is totally completed.

○ Proposal Requirements

Proposals should include the following:

- Method of statement show understanding of scope of work
- Project timeline plan
- Contractor profile including legal document, Experience and qualifications
- Financial offer and performance guarantee information

○ Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Understanding the scope of work
- Experience and qualifications of the contractor
- Financial offer
- Proposed work completion guarantee
- Proposed timeline for completion

- **Legal:**

1-Copy of the Commercial Registration (CR) certificate.

2- Copy of VAT registration in SA (for KSA suppliers).

3- Copy of Zakkat certificate (for KSA suppliers).

4- National address العنوان الوطني (for KSA suppliers).

5- Copy of Power of Attorney.

6- copy of the company's articles of association.

7- compulsory regulatory certificates, and/or licenses applicable to the nature of the service

- **Finance :** Audited financial statements for the last 2 years.

- **Site Visit:**

- Site visit is mandatory for all contractors.

Form 2-a) Price Schedule for Goods

Bill of Quantity (BoQ)

Area to be remeasured again as per site Hand Over with all amenities which Consist of 4 building, Each Building with 4 floors, Swimming pool, Basketball court, Garden & Etc.

Section VI. Terms and Conditions of Supply

Housing compound demolishing

Purchaser: Islamic Development Bank.

1. Definition

For the purpose of this Contract Agreement, “Goods” shall mean the items described in the Priced Schedule for Supply. “Day” means calendar day unless otherwise specified. The Country of Delivery Site is [SAUDI ARABIA](#)

2. Priced Schedules of Supply

The Price Schedules of Supply are an integral part of these Terms and Conditions of Supply.

3. Price

3.1 With Vat 15% as per KSA Standard

4. Technical Specifications

4.1 The Supplier shall deliver the Goods that comply with the Technical Specifications in the Purchaser’s Requirements. If installation of the Goods is required, the Supplier shall also comply with the installation requirements in the Purchaser’s Requirements.

4.2 Wherever references are made in the in the Purchaser’s Requirements to codes and standards in accordance with which the Contract shall be executed, the latest edition of such codes and standards at the time of bid submission shall apply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser.

5. Inspections and Tests

5.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Purchaser’s Requirements.

5.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the Purchaser's Requirements.

5.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance.

6. **Transportation**

Unless otherwise specified in the Purchaser's Requirements, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Price Schedule for Goods.

7. **Insurance**

Unless otherwise specified in the Purchaser's Requirements, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the Purchaser's Requirements.

8. **Delivery Schedule**

8.1 The delivery should be completed as per above schedule but not exceeding *12 weeks* from the date of receiving the site. If installation of the Goods is required in the Purchaser's Requirements, "Delivery" shall mean the delivery (DDP).

8.2 For Goods shipped from outside the Country of Delivery Site, the Purchaser shall be responsible for Customs clearance and the Supplier shall be responsible for all documents required in Section V (Purchaser's Requirement) for the Customs clearance. Should there is any delay in obtaining the Customs clearance within a reasonable amount of time, the number of days of such delay should be deducted in the calculation of liquidated damage pursuant to Sub-Clause 26 if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract.

9. **Performance Security**

9.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amount and currency of *10% SAR*.

9.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

9.3 The Performance Security shall be a bank guarantee issued by a reputable bank acceptable to the Purchaser.

9.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

10. **Payment**

TBC at contract awarding stage.

11. **Warranty**

As per ISDB Standards.