

**Government of The Commonwealth of The Bahamas
Ministry of Public Works**



***Exuma Airport Terminal Building and
associated Civil Works (Landside only)
Moss Town, Great Exuma***

Prequalification Documents

April 2019

PROCUREMENT DOCUMENTS

Issued on: 25 April 2019

Prequalification for Procurement

of

General Contracting Services

for

**The EXUMA International Airport Terminal Building
and associated Civil Works (Landside only)**

Moss Town, Great Exuma

Invitation for Prequalification No.: *01/2019*

ICB No.: *CW 001*

Project: *Airport Infrastructure Program*

Contracting Agency: *Ministry of Public Works*

SPECIFIC PROCUREMENT NOTICE

Invitation for Prequalification

The Commonwealth of the Bahamas

Airport Infrastructure Program

The Construction of a new Airport Terminal Building (ATB) and associated Civil Works (Landside only) in Moss Town, Great Exuma, The Bahamas The works to be undertaken within its current right of use and include a terminal building to equip the airport with infrastructure capable of handling passengers while providing energy efficiency and resilience to climate change as well as X-ray machines for passenger terminals.

Loan No. 3907/OC-BH

This invitation for prequalification follows the general procurement notice for this project that appeared in *Development Business No. IDB874-7/18 of 13 July 2018* UNDB on-line and in The Bank’s Internet Website.

The Commonwealth of The Bahamas has received a loan from the **Inter-American Development Bank** toward the cost of the **Airport Infrastructure Program**, and it intends to apply part of the proceeds of this **loan** to payments under the contract for Exuma Airport Terminal Building. The Ministry of Public Works intends to prequalify contractors and/or firms for **the construction of an airport terminal building at Exuma International Airport and associated Civil Works (Landside only)**. It is expected that invitations for bid will be made in August 2019.

Prequalification will be conducted through prequalification procedures specified in the Inter-American Development Bank’s *Policies for the Procurement of Works and Goods financed by the Inter-American Development Bank*, March 2011, and is open to all bidders from eligible source countries, as defined in the Policies.

Interested eligible Applicants may obtain further information from and inspect the prequalification document at the **Ministry of Public Works – Project Implementation Unit (PIU)** (address below) from **10am to 4pm** A complete set of the prequalification document in *English* may be obtained by interested Applicants on the submission of a written Application to the address below. The document can be collected from the address below or sent by email.

Applications for prequalification should be submitted in sealed envelopes, delivered to the address below by **June 13th, 2019** and be clearly marked “**Application to Prequalify for Airport Infrastructure Program – Exuma International Airport ICB :CW 001**” and submit one original and three copies at the address below, no later than 4:00PM on or before. June 13th, 2019.

Director of Public Works, Ministry of Public Works 3rd Floor, John F. Kennedy Drive, Nassau, The Bahamas. Applicants will be notified of the results after the evaluation of the documents and submissions.

Issue and Revision Record

Rev	Date	Originator (Print) (Signature)	Checker (Print) (Signature)	Approver (Print) (Signature)	Description

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PART 1 – Prequalification Procedures

Section I. Instructions to Applicants

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Section I. Instructions to Applicants

A. General

- 1. Scope of Application**
- 1.1 The Contracting Agency, as defined in the Prequalification Data Sheet (PDS), issues this Prequalification Document (PQD) to Applicants interested in bidding for the works described in Section VI, Scope of Works. The number of contracts and the name and identification of each contract, and the International Competitive Bidding (ICB) number corresponding to this prequalification, are provided in the PDS.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (indifferently hereinafter called “Borrower”) indicated in the PDS has applied for or received financing (hereinafter called “funds”) from the Inter-American Development Bank (hereinafter called “the Bank”) towards the cost of the project named in the PDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted.
- 3a. Fraud and corruption**
[exclusive clause for loan agreements signed under policy GN-2349-7]
- 3.1 The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed project including, *inter alia*, bidders, suppliers, contractors, consultants and concessionaries (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which they have knowledge or become aware both, during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Bank shall in all cases proceed with the established procedure referred to in Clause 3.1 (c).
- (i) The Bank defines, for the purposes of this provision, the terms set forth below:
- (a) 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) A *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) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and
 - (d) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (ii) If the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-financed project including, *inter alia*, borrowers, bidders, suppliers, contractors, subcontractors, consultant and concessionaires, executing agencies or contracting agencies (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:
- (a) decide not to finance any proposal to award a contract or a contract awarded for works, goods, and related services financed by the Bank;
 - (b) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
 - (c) cancel and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the borrowing country's legislation;

- (d) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
 - (e) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;
 - (f) refer the matter to appropriate law enforcement authorities; and/or
 - (g) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement to the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.
- (iii) The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available at the Bank's website (www.iadb.org), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriated investigation. Allegations may be presented confidentially or anonymously.
- (iv) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this Clause 3.1
- (v) The imposition of any action to be taken by the Bank pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Bank.
- 3.2 The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, consultants and concessionaires to permit the Bank to inspect their accounts and records and any other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders,

suppliers, contractors, subcontractors, consultants and concessionaires to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Bank the employees or agents of the Bidders, suppliers, contractors, subcontractors, consultants or concessionaires with knowledge of the Bank-financed project to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the review or audit of the documents. If the Bidder, supplier, contractor, subcontractor, consultant or concessionaire fails to comply with the Bank's request, or otherwise obstruct the Bank's review of the matter, the Bank, in its sole discretion, may take appropriate action against the Bidder, supplier, contractor, subcontractor, consultant or concessionaire.

3.3 Bidders shall represent and warrant:

- (a) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to abide by the applicable rules;
- (b) that they have not engaged in any violation of policies on fraud and corruption described herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
- (d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or consulting agreement have been disclosed;

- (g) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in Clause 3.1 (b).

3b. Prohibited Practices

[exclusive clause for loan agreements signed under policy GN-2349-9]

3.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, *inter alia*, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank¹ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

- (a) The Bank defines, for the purposes of this provision, the terms set forth below:

- (i) A "*corrupt practice*" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A "*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;

¹ Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

(iii) A “*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;

(iv) A “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and

(v) An “*obstructive practice*” which is:

a.a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or 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

b.b. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 3.1 (f) below.

(b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, *inter alia*, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

(i) not finance any proposal to award a contract for works, goods or services, and consulting services;

(ii) suspend disbursement of the operation if it is determined

at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;

- (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii)² be nominated² sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 3.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be

² A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

public.

- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant,

personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

- (g) If the procures goods or services, works or consulting services directly from a specialized agency, all provisions under section 3 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

3.2 By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or

principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;

- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).

4. Eligible Applicants

- 4.1 An Applicant shall be a private, public or government owned legal entity, subject to ITA 4.7, or any combination of them in the form of a Joint Venture, Consortium or Association (JVCA) with the formal intent, as evidenced by a letter of intent), to enter into an agreement or under an existing agreement. In the case of a JVCA, unless otherwise specified in the **PDS**, (i) all parties shall be jointly and severally liable, and (ii) there shall be no limit on the number of partners.
- 4.2 The eligibility criteria listed in this Clause 4 shall apply to the Applicant, including the parties constituting the Applicant, i.e., its proposed partners, subcontractors and suppliers for any part of the Contract including related services.
- 4.3 An Applicant and all parties constituting the Applicant, shall be nationals from member countries of the Bank. Applicants from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. Section V of this document establishes the Bank's member countries, as well as the criteria to determine the nationality of the Applicants and the country of origin of goods and services.
- 4.4 Applicants and all parties constituting the Applicant shall not have a conflict of interest. Applicants found to have conflict of interest shall

be disqualified. Applicants may be considered to have a conflict of interest with one of more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Contracting Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works for which this prequalification is being conducted. Where a firm, or a firm from the same economic or financial group, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, or a firm from the same economic or financial group, cannot normally be a supplier of goods or works, if it provided consulting services for the contract corresponding to this prequalification, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control;
- (b) submit more than one Application in this prequalification process, in accordance with ITA Clause 4.5

4.5 An Applicant shall submit only one Application in the same Prequalification process, either individually as an Applicant or as a partner of a JVCA. No Applicant can be a subcontractor while submitting an Application individually or as a partner of a JVCA in the same Prequalification process. A Subcontractor in any Application may participate in more than one Application, but only in that capacity. An Applicant who submits, or participates in, more than one Application will cause all the Applications in which the Applicant has participated to be disqualified.

4.6 ***[Exclusive clause for operations with Loan Contracts signed under GN-2349-7]*** An Applicant that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITA 3, shall be disqualified.

[Exclusive clause for operations with Loan Contracts signed under GN-2349-9] A Bidder, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions, and is that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.

4.7 Government-owned entities in the Borrower's Country shall be eligible only if they can establish that they are (i) legally and financially

autonomous, (ii) operate under commercial law, and (iii) not a dependent agency of the Borrower.

- 4.8 Applicants shall not be under execution of a Bid–Securing Declaration in the Contracting Agency’s Country.
- 4.9 Applicants and all parties constituting the Applicant shall provide such evidence of their continued eligibility satisfactory to the Contracting Agency, as the Contracting Agency shall reasonably request.
- 4.10 Applicants from an eligible country may be excluded if, (a) as a matter of law or official regulations the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to persons or entities in that country. Section V, Eligible countries provide lists of member countries, and the criteria to determine the nationality of Applicants, and the country of origin of goods and services pursuant to Sub Clauses 4.3 and 4.10.

- 5. Eligible Goods and Related Services** 5.1 All goods and related services to be supplied under the Contract to be financed by the Bank shall have as their origin in any Bank’s member country in accordance with Section V, Eligible Countries with the exception indicated in ITA 4.10.

B. Contents of the Prequalification Document

- 6. Sections of Prequalification Document** 6.1 The Procurement Documents-Prequalification for Procurement of Works (hereinafter - “Prequalification Document”) consists of parts 1 and 2 which comprise all the sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITA 8.

PART 1 Prequalification Procedures

- Section I. Instructions to Applicants (ITA)
- Section II. Prequalification Data Sheet (PDS)
- Section III. Qualification Criteria and Requirements
- Section IV. Application Forms
- Section V. Eligible Countries

PART 2 Works Requirements

- Section VI. Scope of Works

- 6.2 The “Invitation for Prequalification” issued by the Contracting Agency is not part of the prequalification document.
- 6.3 The Contracting Agency accepts no responsibility for the completeness of the prequalification document and its addenda unless they were obtained directly from the Contracting Agency.
- 6.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish all information or documentation required by the Prequalification Document.
- 7. Clarification of Prequalification Document**
- 7.1 A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Contracting Agency in writing at the Contracting Agency’s address indicated in the **PDS**. The Contracting Agency will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Applications. The Contracting Agency shall forward copies of its response to all Applicants who have acquired the prequalification document directly from the Contracting Agency including a description of the inquiry but without identifying its source. Should the Contracting Agency deem it necessary to amend the prequalification document as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.
- 8. Amendment of Prequalification Document**
- 8.1 At any time prior to the deadline for submission of Applications, the Contracting Agency may amend the Prequalification Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all who have obtained the prequalification document from the Contracting Agency.
- 8.3 To give prospective Applicants reasonable time to take an addendum into account in preparing their Applications, the Contracting Agency may, at its discretion, extend the deadline for the submission of Applications.

C. Preparation of Applications

- 9. Cost of Applications**
- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Contracting Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- 10. Language of Application**
- 10.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Contracting Agency, shall be written in the language specified in the **PDS**.

Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.

- 11. Documents Comprising the Application**
- 11.1 The Application shall comprise the following:
- (a) Application Submission Form, in accordance with ITA 12;
 - (b) documentary evidence establishing the Applicant’s eligibility, in accordance with ITA 13;
 - (c) documentary evidence establishing the Applicant’s qualifications, in accordance with ITA 14; and
 - (d) any other document required as specified in the **PDS**.
- 12. Application Submission Form**
- 12.1 The Applicant shall prepare an Application Submission Sheet using the form furnished in Section IV, Application Forms. This Form must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant**
- 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Form and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV, Application Forms.
- 14. Documents Establishing the Qualifications of the Applicant**
- 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV, Application Forms.
- 15. Signing of the Application and Number of Copies**
- 15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it “ORIGINAL”. The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.
- 15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the **PDS**, and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

D. Submission of Applications

- 16. Sealing and Identification of Applications**
- 16.1 The Applicant shall enclose the original and the copies of the Application in an envelope that shall be sealed and shall:
- (a) bear the name and address of the Applicant;
 - (b) be addressed to the Contracting Agency, in accordance with ITA 17.1; and
 - (c) bear the specific identification of this prequalification process indicated in the PDS 1.1.
- 16.2 The Contracting Agency will accept no responsibility for not processing any Application whose envelope was not identified as required.
- 17. Deadline for Submission of Applications**
- 17.1 Applicants may always submit their Applications by mail or by hand. When so specified in the **PDS**, Applicants shall have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the **PDS**. Applications shall be received by the Contracting Agency at the address and no later than the deadline indicated in the **PDS**. A receipt will be given for all Applications submitted.
- 17.2 The Contracting Agency may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, in which case all rights and obligations of the Contracting Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 18. Late Applications**
- 18.1 Any Application received by the Contracting Agency after the deadline for submission of Applications prescribed in ITA 17 will be returned unopened to the Applicant.
- 19. Opening of Applications**
- 19.1 Any specific electronic Application opening procedures required if electronic submission of Applications is permitted pursuant to Sub Clause 17.1 shall be as specified in the **PDS**. Contracting Agency shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed to all Applicants.

E. Procedures for Evaluation of Applications

- 20. Confidentiality**
- 20.1 Information relating to the evaluation of Applications, and recommendation for prequalification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all

Applicants.

- 20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, any Applicant that wishes to contact the Contracting Agency on any matter related to the prequalification process, may do so but only in writing.
- 21. Clarification of Applications**
- 21.1 To assist in the evaluation of Applications, the Contracting Agency may, at its discretion, ask any Applicant for a clarification of its Application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Contracting Agency's request for clarification, its Application may be rejected.
- 22. Responsiveness of Applications**
- 22.1 The Contracting Agency may reject any Application which is not responsive to the requirements of the prequalification document.
- 23. Domestic Preference**
- 23.1 A margin of preference for domestic bidders shall not apply in the bidding process resulting from this prequalification.
- 24. Subcontractors**
- 24.1 Applicants planning to subcontract any of the key activities indicated in Section III, Qualification Criteria, shall specify the activities or parts of the works to be subcontracted in the Application Submission Form. Applicants shall clearly identify the proposed specialist subcontractors in Forms ELI-1.2 and EXP (experience)-4.2(b) in Section IV. Such proposed specialist subcontractor(s) shall meet the corresponding qualification requirements specified in Section III, Qualification Criteria and Requirements.
- 24.2 At this time, the Contracting Agency does not intend to execute certain specific parts of the Works by subcontractors selected in advance by the Contracting Agency (Nominated Subcontractors) unless otherwise stated in the **PDS**.

F. Evaluation of Applications and Prequalification of Applicants

- 25. Evaluation of Applications**
- 25.1 The Contracting Agency shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements to evaluate the qualifications of the Applicants. The use of other methods, criteria, or requirements shall not be permitted. The Contracting Agency reserves the right to waive minor deviations in the compliance with qualification criteria if they do not materially affect

the capability of an Applicant to perform the contract.

25.2 Only the qualifications of subcontractors that have been identified in the Application may be considered in the evaluation of an Applicant. However, the general experience and financial resources of subcontractors may not be added to those of the Applicant for purposes of prequalification of the Applicant.

25.3 In case of multiple contracts, the Contracting Agency shall prequalify each Applicant for the maximum number and types of contracts for which the Applicant meets the appropriate aggregate requirements of such contracts, as specified in Section III, Qualification Criteria and Requirements.

26. Contracting Agency's Right to Accept or Reject Applications

26.1 The Contracting Agency reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to Applicants.

27. Prequalification of Applicants

27.1 All Applicants whose Applications have met or exceeded ("passed") the specified threshold requirements will, to the exclusion of all others, be prequalified by the Contracting Agency.

28. Notification of Prequalification

28.1 Once the Contracting Agency has completed the evaluation of the Applications it shall notify all Applicants in writing of the names of those Applicants who have been prequalified.

29. Invitation to Bid

29.1 Promptly after the notification of the results of the prequalification the Contracting Agency shall invite bids from all the Applicants that have been prequalified.

29.2 In the bidding process, Bidders may be required to provide a Bid Security or a Bid-Securing Declaration acceptable to the Contracting Agency in the form and an amount to be specified in the Bidding Documents, and the successful Bidder shall be required to provide a Performance Security to be specified in the Bidding Documents.

30. Changes in Qualifications of Applicants

30.1 An Applicant that has been prequalified in accordance with ITA 27 and invited to bid, shall submit to the Contracting Agency not later than 14 days after the date of the Invitation for Bids any change in the structure or formation of the Applicant. The change shall be subject to a written approval of the Contracting Agency prior to the deadline for submission of bids. Such approval shall be denied if as a consequence of the change the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements, or if in the opinion of the Contracting Agency, a substantial reduction in competition may result.

Section II. Prequalification Data Sheet

A. General

ITA 1.1	The Contracting Agency is: Ministry of Public Works Permanent Secretary John F. Kennedy. Drive P. O. Box N-8156 Nassau, Bahamas
	The list of contracts is: Exuma Airport Terminal Building (01/2019)
ITA 1.1	ICB name and number are: Exuma Airport Terminal Building (CW 001)
ITA 2.1	The name of the Borrower is: The Commonwealth of The Bahamas
ITA 2.1	The name of the Project is: Airport Infrastructure Program
ITA 4.1	(i) The parties in a JVCA “ <i>shall</i> ” be jointly and severally liable. (ii) Maximum number of partners in the JVCA shall be: “ <i>not limited</i> ”

B. Contents of the Prequalification Document

ITA 7.1	<p>For clarification purposes, the Contracting Agency's address is:</p> <p style="padding-left: 40px;">(1) Attention: Permanent Secretary Ministry of Public Works John F. Kennedy. Drive P. O. Box N-8156 Nassau, Bahamas Tel: 1 242 302-9516 or 302-9517 Fax: 1242 326-6629 Email: antoinettethompson@bahamas.gov.bs</p> <p style="padding-left: 40px;">(2) Attention: Project Coordinator Ministry of Public Works – Project Implementation Unit John F. Kennedy. Drive P. O. Box N-8156 Nassau, Bahamas Tel: 1 242 302-9704 Fax: 1242 326-6629 Email: charlenecollie@bahamas.gov.bs</p>
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C. Preparation of Applications	
ITA 10.1	The language of the Application as well as of all correspondence is: <i>“English”</i>
ITA 11.1 (d)	The Applicant shall submit with its Application, the following additional documents to include valid Business License and a valid Tax Compliance Certificate.
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: Original plus three (3) duplicates
D. Submission of Applications	
ITA 17.1	<p>Applicants <i>“shall not”</i> have the option of submitting their Applications electronically.</p> <p>For Application submission purposes only, the Contracting Agency's address is:</p> <p style="text-align: center;"> Attention: Director of Public Works Ministry of Public Works John F. Kennedy. Drive P. O. Box N-8156 Nassau, Bahamas </p> <p>The deadline for Application submission is:</p> <p style="text-align: center;">Date: June 13th, 2019</p> <p style="text-align: center;">Time: 4:00pm</p>
E. Procedures for Evaluation of Applications	
ITA 24.2	At this time the Contracting Agency <i>“does not intend”</i> to execute certain specific parts of the Works by subcontractors selected in advance (Nominated Subcontractors).

Section III. Qualification Criteria and Requirements

This Section contains all the methods, criteria, and requirements that the Contracting Agency shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture, Consortium or Association (JVCA)			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITA Sub-Clauses 4.2 and 4.3	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in ITA Sub-Clause 4.4	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement	N/A	Application Submission Form
1.3	Bank Ineligibility	Not having been declared ineligible by the Bank, as described in ITA Sub-Clause 4.6	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement	N/A	Application Submission Form
1.4	Government Owned Entity	Applicant required to meet conditions of ITA Sub-Clause 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of the Borrower's country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITA 4.10	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture, Consortium or Association (JVCA)			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last 5 years prior to the deadline for Application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Applicant have been exhausted.	Must meet requirement by itself or as partner to past or existing JVCA	N/A	Must meet requirement by itself or as partner to past or existing JVCA	N/A	Form CON-2
2.2	Failure to Sign Contract	Not being under execution of a Bid Securing Declaration pursuant to Sub-Clause 4.8 for 5 years	Must meet requirement	N/A	Must meet requirement by itself or as partner to past or existing JVCA	N/A	Application Submission Form
2.3	Pending Litigation	All pending litigation shall in total not represent more than 50 % , [fifty] of the Applicant's net worth and shall be treated as resolved against the Applicant	Must meet requirement by itself or as a partner to past or existing JVCA	N/A	Must meet requirement by itself or as a partner to past or existing JVCA	N/A	Form CON – 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture, Consortium or Association (JVCA)			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
3. Financial Situation							
3.1	Financial Performance	<p>Submission of audited balance sheets or if not required by the law of the Applicant's country, other financial statements acceptable to the Contracting Agency, for the last 3 years to demonstrate:</p> <p>(a) the current soundness of the Applicant's financial position and its prospective long term profitability, and</p> <p>(b) capacity to have a cash flow amount of US\$ 3 million equivalent</p>	<p>Must meet requirement</p> <p>(a) Must meet requirement</p> <p>(b) Must meet requirement</p>	<p>N/A</p> <p>(a) N/A</p> <p>(b) Must meet requirement</p>	<p>Must meet requirement</p> <p>(a) Must meet requirement</p> <p>(b) N/A</p>	<p>N/A</p> <p>(a) N/A</p> <p>(b) N/A</p>	Form FIN – 3.1 with attachments
3.2	Average Annual Construction Turnover	<p>Minimum average annual construction turnover of five million United States Dollars (US\$ 8 million), calculated as total certified payments received for contracts in progress or completed, within the last 3 years, three years</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet 25% the requirement</p>	<p>Must meet 50% the requirement</p>	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture, Consortium or Association (JVCA)			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
4. Experience							
4.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last ten (10) years prior to the Application submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction Experience	Participation as the main contractor, management contractor or subcontractor, in at least 1 contract within the last 5 years, each with a value of at least US\$10 million that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of Works and suitably qualified key personnel to fill the positions of Project Manager, Construction	Must meet requirement	Must meet requirement	N/A	Must meet require for one contract (can be a specialist subcontractor)	Form EXP 4.2(a)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture, Consortium or Association (JVCA)			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
		Manager, Quantity Surveyor and Quality Manager.					
4.2 (b)		For the above or other contracts executed during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities: Works in a single contract - Placing 2,600 cu yds of structural concrete Construction of 330 tons of structural steel Construction of 45,500 sq. ft. of floor area	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities and qualified subcontractors for road construction and paving capabilities including traffic management, quality and environmental management.	Form EXP – 4.2 (b)

In addition to the above experience requirements, the Project Manager and Construction Manager shall have been employed by the Applicant in a similar position and for a contract involving works of similar nature and complexity to that proposed and with a Contract Price at the time of award of not less than US \$3 million.

Section IV. Application Forms

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Application Submission Form

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number and title]*

To: *[insert full name of Contracting Agency]*

We, the undersigned, apply to be prequalified for the referenced ICB and declare that:

- (a) we have examined and have no reservations to the Prequalification Documents [including Addenda No, issued in accordance with Instructions to Applicants (ITA) Clause 8:] *[insert the number and issuing date of each addendum]*.
- (b) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification process, have nationalities from eligible countries, in accordance with ITA Sub-Clause 4.3: *[insert the nationality of the Applicant, including that of all partners in case of a JVCA, and the nationality of each already identified subcontractor and supplier of related services, if applicable]*;
- (c) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, do not have any conflict of interest, in accordance with ITA Sub-Clause 4.4;
- (d) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, have not been declared ineligible by the Bank, or under the Borrower's country laws, official regulations, or under execution of a Bid Securing Declaration in the Contracting Agency's Country, or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITA Sub-Clauses 4.6, 4.8 and 4.10;
- (e) We have do not have any outstanding sanctions from the Bank or any other International Financial Institution.
- (f) We will use our best efforts to assist the Bank in any investigation.
- (g) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (h) *[insert either "we are not a Government owned entity" or "we are a Government entity, and we meet the requirements of ITA Sub-Clause 4.7]*;
- (i) we, in accordance with ITA Sub-Clause 24.1, plan to subcontract the following key activities and/or parts of the works:
[insert any of the key activities identified in Section III- 4.2 (b) which the Applicant intends to subcontract]

- (j) we declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[insert full name for each occurrence]</i>	<i>[insert street/number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount in US\$ equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[If none has been paid or is to be paid, indicate “none”.]

- (h) We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA Clause 26.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[insert full name of person signing the Application]*

In the Capacity of *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of:

Applicant’s Name *[insert full name of Applicant]* Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

Form ELI -1.1 Applicant Information

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Applicant's legal name <i>[insert full legal name]</i>
In case of Joint Venture, Consortium or Association (JVCA), legal name of each partner: <i>[insert full legal name of each partner in JVCA]</i>
Applicant's Actual or Intended country of constitution: <i>[indicate country of Constitution]</i>
Applicant's actual or Intended year of constitution: <i>[indicate year of Constitution]</i>
Applicant's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Documents of Constitution of the legal entity named above, in accordance with ITA 4.3. <input type="checkbox"/> In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITA 4.1. <input type="checkbox"/> In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA 4.7.

Form ELI -1.2

Applicant's Party Information

[The following form shall be filled in for the Applicant's parties including partner(s) of a JVCA, subcontractors, suppliers and other parties]

Date: *~insert day, month, yearJ*

ICB No. and title: *~insert ICB number and titleJ*

Page *~insert page numberJ* of *~insert total numberJ* pages

JVCA Applicant legal name: <i>[insert full legal name]</i>
Applicant's Party legal name: <i>[insert full legal name of Applicant's Party]</i>
Applicant's Party country of constitution: <i>[indicate country of constitution]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Documents of Constitution of the legal entity named above, in accordance with ITA 4.3. <input type="checkbox"/> In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA 4.7.

Form CON – 2

Historical Contract Non-Performance

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

Applicant's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JVCA Party Legal Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the <i>[number]</i> years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during the <i>[number]</i> years specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount in original currencies and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Contracting Agency: <i>[insert full name]</i> Address of Contracting Agency: <i>[insert street/city/country]</i> Reason(s) for non performance: <i>[indicate main reason(s)]</i>	<i>[insert total amount in US\$ equivalent]</i> <i>[Insert total amounts in original currencies]</i> <i>[Insert rates of exchange used to obtain amounts in US\$ equivalent]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3..			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount in original currencies and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Contracting Agency: <i>[insert full name]</i> Address of Contracting Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert total amount in US\$ equivalent]</i> <i>[Insert total amounts in original currencies]</i> <i>[Insert rates of exchange used to obtain amount in US\$ equivalent]</i>

Form FIN – 3.1 Financial Situation

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

Applicant's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Applicant's Party Legal Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Current Financial information (US\$ equivalent 000s)		Historic information for previous _ <i>[insert number]</i> <i>[Insert in words]</i> years (US\$ equivalent in 000s)				
Current Year	[----]	Year 1	Year 2	Year 3	Year ...	Year n
Exchange rate						
Information from Balance Sheet						
1. Total Assets (TA)						
2. Total Liabilities (TL)						
3. Net Worth (NW) = [1-2]						
4. Current Assets (CA)						
5. Current Liabilities (CL)						
6. Working Capital (WC) = [4-5]						
7. Current Ratio = [4/5]						
Information from Income Statement						
8. Total Revenue (TR)						
9. Profits Before Taxes (PBT)						
10. Return on Equity = [9/3py*]						
11. Indebtedness ratio = [3/1]						

* py: previous year

2. Financial documents

The Applicant and its parties shall provide copies of the balance sheets and/or financial statements for [number] years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or partner to a JVCA, and not sister or parent companies.
 - (b) be audited by a certified accountant.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the [number] years required above; and complying with the requirements

Form FIN - 3.2

Average Annual Construction Turnover

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

Applicant's/JVCA Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Applicant's Party Legal Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data (construction only)		
Year	Amounts in original Currencies	Amounts in US\$ equivalent
<i>[Insert year]</i>	<i>[Insert amounts and currencies]</i>	<i>[Insert amount in US\$ Equivalent.]</i> <i>[Insert exchange rates used to calculate amounts in US\$ equivalent]</i>
Average Annual Construction Turnover *		

* Average annual construction turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 3.2.

Form EXP - 4.1 General Construction Experience

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

Applicant's/JVCA Partner's Legal Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Applicant JVCA Party Legal Name: *[insert full name]*
 ICB No. and title: *[insert ICB number]*
 Page *[insert page number]* of *[insert total number]* pages

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Applicant
<i>[Indicate month/year]</i>	<i>[Indicate month/year]</i>	Contract name: _____ <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: _____ <i>[describe works performed briefly]</i> Amount of contract: _____ <i>[Insert amount in original currency]</i> _____ <i>[insert amount in US\$ equivalent]</i> Exchange rate: _____ <i>[Insert exchange rates used to calculate amount in US\$ equivalent]</i> Name of Contracting Agency: _____ <i>[indicate full name]</i> Address: _____ <i>Street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>
		Contract name: _____ <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: _____ <i>[describe works performed briefly]</i> Amount of contract: _____ <i>[Insert amount in original currency]</i> _____ <i>[insert amount in US\$ equivalent]</i> Exchange rate: _____ <i>[Insert exchange rates used to calculate amount in US\$ equivalent]</i> Name of Contracting Agency: _____ <i>[indicate full name]</i> Address: _____ <i>Street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>

	<p>Contract name: _____ <i>[insert full name]</i></p> <p>Brief Description of the Works performed by the Applicant: _____ <i>[describe works performed briefly]</i></p> <p>Amount of contract: _____ <i>[Insert amount in original currency]</i></p> <p>_____ <i>[insert amount in US\$ equivalent]</i></p> <p>Exchange rate: _____ <i>[Insert exchange rates used to calculate amount in US\$ equivalent]</i></p> <p>Name of Contracting Agency: _____ <i>[indicate full name]</i></p> <p>Address: _____ <i>Street/number/town or city/country]</i></p>	<p><i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i></p>
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Form EXP - 4.2(a) Similar Construction Experience

[The following table shall be filled in for contracts performed by the Applicant, each partner of a JVCA, and specialist sub contractors]

Applicant's/JVCA Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JVCA Party Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Similar Contract No. _____ <i>[insert number] of _____ [insert number of similar contracts required]</i>	Information		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year, i. e., 15 June, 2015]</i>		
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>		
Role in Contract <i>[Check the appropriate box]</i>	Contractor <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total contract Amount			
Original Amount _____ <i>[Insert total contract amount in original currency]</i>			
Amount in US\$ equivalent _____ <i>[insert total contract amount in US\$ equivalent]</i>			
Exchange rate _____ <i>[Insert exchange rate used to calculate US\$ equivalent]</i>			
If partner in a JVCA, or subcontractor, specify participation in total contract amount	_____ <i>[insert percentage amount]</i>	_____ <i>[Insert amount in original currency]</i>	_____ <i>[Insert amount in US\$ equivalent]</i> Exchange rate _____ <i>[Insert exchange used rate to calculate equivalent US\$]</i>
Contracting Agency's Name:	<i>[Insert full name]</i>		

Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and City area codes]</i>
E-mail:	<i>[Insert e-mail address, if available]</i>

Form EXP - 4.2(a) (cont.)
Similar Construction Experience (cont.)

Similar Contract No. _____ <i>[insert number] of _____ [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	_____ <i>[Insert amount in original currency]</i> _____ <i>[Insert equivalent amount in US\$ in words and in Figures]</i> _____ <i>[Insert exchange rate used to calculate amount in US\$ equivalent]</i>
2. Physical size	_____ <i>[Insert physical size of activities]</i>
3. Complexity	_____ <i>[Insert description of complexity]</i>
4. Methods/Technology	_____ <i>[Insert specific aspects of the methods/technology involved in the contract]</i>
5. Other Characteristics	_____ <i>[Insert other characteristics as described in Section V, Scope of Works]</i>

Form EXP - 4.2(b) Construction Experience in Key Activities

Applicant's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Applicant's Party Legal Name: *[insert full name]*

Nominated Subcontractor's Legal Name (as per ITA 24.2): *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

All Subcontractors for key activities must complete the information in this form as per ITA 24.2 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

	Information		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year, i. e., 15 June, 2015]</i>		
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>		
Role in Contract <i>[Check the appropriate box]</i>	Contractor <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total contract Amount			
Original Amount _____ <i>[Insert total contract amount in original currency]</i>			
Amount in US\$ equivalent _____ <i>[insert total contract amount in US\$ equivalent]</i>			
Exchange rate _____ <i>[Insert exchange rate used to calculate US\$ equivalent]</i>			
If party in a JVCA or subcontractor, specify participation of total contract amount	_____ <i>[insert percentage amount]</i>	_____ <i>[Insert amount in original currency]</i>	_____ <i>[Insert amount in US\$ equivalent]</i> Exchange rate _____ <i>[Insert exchange rate used to calculate equivalent US\$]</i>

	Information
Contracting Agency's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>

2. Key Activity No. Two

3.

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

[Note: *The expression “Bank” used in these documents includes the IDB, MIF and any other fund it administers.*

Depending on the financing source, the user must select one of the following 2 options for item number 1). The financing can come from the IDB, the Multilateral Investment Fund (MIF) or, occasionally, contracts may be financed out of special funds which further restricts eligibility criteria to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein:

1) List of Member Countries and Territories when the Inter-American Development Bank is financing:

Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People’s Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.

Eligible Territories

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France*
 - b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA*
 - c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands*
 - d) Hong Kong – as a Special Administrative Region of the People’s Republic of China*
-

1) List of Countries when a Fund administered by the Bank is financing (Include the list of countries)]

2) Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

A) Nationality.

a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:

- i. is a citizen of a member country; or
- ii. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.

b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

- i. is legally constituted or incorporated under the laws of a member country of the Bank; and
- ii. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

B) Origin of Goods.

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the

complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

C) Origin of Services.

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

PART 2 – Works Requirements

Section VI. Scope of Works

Contents

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1. Description of the Works

The Air Terminal Building (ATB) at Exuma International Airport will be transformational and forms part of comprehensive re-development program. The scope of work relating to the Request for Prequalification involves;

- approximately 43,500 square feet of building facility;
- an emergency generator;
- a paved circulation roadway and public parking lot of approximately 112 stalls;
and
- a rental car parking and employee parking area.

The ATB will accommodate multiple tenants including Government regulatory agencies such as; Bahamas Customs and Immigration, Airlines, Airport Authority and approximately 12 retail outlets, each involving specific operational and service requirements. The landscape design features will be tourism and marketing focused to promote the tropical environment of Exuma.

The airport is intended to remain operational and publicly accessible throughout the construction period. In view of this necessary requirement, the contractors' team will be required to perform the work in collaboration with Airport Operations personnel, public safety and security officials in far higher standards than a typical construction site. To reinforce this requirement, the ATB construction site is located at the aviation primary security line. The construction team has an obligation to ensure the zone is equally impenetrable to the airport standards' expectations.

Concurrent and future development projects will be occurring as the ATB Project progresses including;

- Crash Fire Rescue (CFR) building for aircraft rescue and firefighting services apparatus and equipment including airport general equipment such as maintenance equipment and airport weather observation and radio communications similar to a smaller sized air traffic control tower;
- public aircraft apron, taxiway and runway reconstruction; and
- a private development (Odyssey Aviation) including general aviation aircraft apron and a Fixed Base Operation (FBO) including aircraft refueling. Odyssey Aviation will be relocating to a new facility to accommodate the ATB project.

2. Construction Period

The construction of the Air Terminal Building (ATB) at Exuma International Airport is expected to be within an 18 – 24 months period.

3. Site and Other Data

