

**Invitation to Bid
and Bid Forms**

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In His Exalted Name

LETTER OF INVITATION TO BID

Date:
From: [Employer's Name]
To: [Bidder's Name]
Invitation to Bid No.
Subject:

Hereby it is certified that [Name of Bidder] is found eligible following the prequalification and is entitled to participate in mentioned Bid. Therefore, your company shall acknowledge the receipt of this invitation as soon as possible and considering the information provided in this Invitation, take action in purchasing the bidding documents or notify its decline within the designated deadline.

This letter (Invitation to Bid) shall not be construed as an invitation to enter into a contract. The acknowledgement of receipt of any submitted Bid shall not be construed as a commitment on the part of the employer, nor shall they entitle Bidders to claim any indemnity from the Client.

Bidders are asked to note particularly the contents of the Instructions to Bidders as well as the following points.

1. Subject

The works subject of the contract are:
.....the scope and terms and conditions of which are defined in the bidding documents.

2. Purchase of Bidding Documents

Interested bidders may purchase a complete set of bidding documents by submission of a written application, and receipt of depositing an amount of to the account No. in the name of in Bank.

The deposited amount is non-refundable. The bidding documents are available for sale from 9 am to 4 pm on [Date] to [Date], (except holidays).

3. The Location for Selling the Bidding Documents

The bidding documents are sold at:
.....
.....
.....

4. Bid Bond

The bid bond shall be valid for days after the submission of the Bids and in the amount of

This guarantee shall be prepared and submitted in accordance with the “Governmental Transactions Guarantee Bylaw”.

5. Language of Bid

The Bid and relevant correspondence and documents shall be prepared in the following language(s):

6. Bid Currency

The manner of pricing and the Bid currency (currencies) shall be as follows:

7. Bid Validity

The Bid shall remain valid for until days after the latest deadline for the submission of the Bids.

8. Deadline and Address for Submission of the Bid

The Bids shall be delivered to the address given in the Bid Data Sheet, not later than AM/PM [*Time*] on [*Date*].

The bids submitted after such deadline shall not be received.

9. Opening of Bids

The Client will open all Bids in the presence of bidders’ representatives, who choose to attend at AM/PM [*Time*] on [*Date*] at the address given in the Bid Data Sheet.

10. Right to Audit

The employer reserves the right to audit any or all the information provided by the bidder as to its correctness and by way of its Bid submission prior to the selection of the bidder or the award of the contract, and the bidder signifies its acceptance to such provision for the employer’s audit.

In His Exalted Name

BID PROPOSAL FORM

Name (Subject) of Bid

To: *[Employer's Name]*

We hereby declare that we have carefully studied and controlled the bidding documents including the Instruction to Bidders, **Contract Conditions**, drawings and technical specifications, **Schedules**, and addendums Nos. *[Any other documents, which at the employer's discretion, requires to be added as a contract document shall be written in the Bid Proposal Form]*, and we have made sure that the said documents have no erroneous or impractical points. Hence, hereby we submit our Bid for performance and completion of the works and removing any deficiency or omissions thereby for the amount of *[in numbers]* IRR *[in letters]* I R Rials and *[Currency (currencies) if any]*.

This Bid is valid until the end of working hours of *[Day]* *[Date]*.

If this Bid is accepted, we shall submit the specified performance guarantee on designated time and undertake to start the works in the shortest possible time after commencement date and complete them in accordance with the above mentioned documents and during a period of equal to or less than the completion period.

Up to the exchange of the formal **Agreement** between the two parties, this Bid Proposal along with the Declaration of Acceptance (in case issued by the employer) shall be binding upon both parties.

The employer, in the framework of the Bidding Law, is not bound to accept any Bid it may receive, including the Bid having the lowest price.

Name: *[Bidder]*

Name and surname and position of the authorised signer(s)

Authorised signature

Bidder's seal

Date

In His Exalted Name

MINUTES OF MEETING FOR OPENING THE BIDS

(TWO STAGE BIDS)

Minutes of Meeting No. Dated

The Bidding Committee meeting for opening the Bidders' envelopes of the Bid for *[Subject of Bid]*, numbered *[No. of Bid]*, was held on at AM/PM, at in the presence of members of the Bidding Committee. Examinations and decisions made are as follows:

- List of the names of participants in the meeting *[Bidder, name and position of the representative]* and their signatures was prepared and attached hereby.
- List of the names of bidders participating in the bid are as follows: *[Name of bidder and its representative]*
- List of the names of bidders who are invited to bid are as follows:
- List of the names of bidders who have declined during the designated period and their request letter numbers are as follows: *[The copy of the letter notifying the decline is attached]*
- List of the names of bidders who have submitted their Bids (primary, modifying and decline) after the designated period and the their request letter number are as follows:
- The envelopes "A" were opened, the bidders' bid bonds' particulars were verified, the results *[Bidders' name, bid bond amount, and its completeness]* are as follows:
- The envelopes "B" were opened, the results of verification of completeness of the received Bids or procedural verification *[Bidders' name, being complete or incomplete, and the reasons thereof]* are as follows:

Invitation to Bid and Bid Forms

- It was determined that the following Technical Commercial Proposals be delivered to the Technical Commercial Committee, to report the results to the Bidding Committee after required examinations:

- Price envelopes and bid bond of the bidders, whose Bids are sent to the Technical Commercial Committee for examination was placed in an envelope and a cover and after stamping and sealing was delivered to the Chief Financial Controller.

- The bid bond of the bidders, whose Bid was found incomplete through above examinations and they were present in the meeting, were delivered to them and receipts were obtained., and the bid bond of the bidders not present in the meeting were delivered to the Chief Financial Controller to be delivered to their representatives after obtaining the receipt.

- Other decisions made in the meeting are as follows:

- The next meeting, which shall be held after the minutes of meeting of the Technical Commercial Committee will take place on at AM/PM at

- The present minutes of meeting is prepared in copies, all signed by the members of Bidding Committee.

Name and position and signature of Bidding Committee

In His Exalted Name

**MINUTES OF MEETING OF TECHNICAL COMMERCIAL
COMMITTEE**

(TWO STAGE BIDS)

Minutes of Meeting Dated

The Technical Commercial Committee meeting for examining the bidders' Technical Commercial Bids for..... [*Subject of Bid*], numbered [*No. of Bid*], was held on at in the presence of all members of the Technical Commercial Committee. Examinations and decisions made are as attached:

- First, the criteria and methods of technical commercial evaluation set forth in the bidding documents were read.
- The following bidders' Technical Commercial Bids were examined. Bidders' names and particulars, the results of technical commercial evaluation, points and final status of technical adequacy of each of the bidders (responsiveness or non-responsiveness) are announced as follows:

- Other decisions made, are as follows:

- The present minutes of meeting is prepared in copies, all signed by the members of Technical Commercial Committee.

Name and position and signature of Technical Commercial Committee

In His Exalted Name

MINUTES OF MEETING FOR OPENING THE FINANCIAL BIDS

(TWO STAGE BIDS)

Minutes of Meeting No. Dated

The Bidding Committee meeting for opening the Bidders' envelopes "C" of Bid for [Subject of Bid], numbered [No. of Bid], was held on at AM/PM, at in the presence of members of the Bidding Committee. Examinations and decisions made are as follows:

- List of the names of participants in the meeting [Bidder, name and position of the representative] and their signature was prepared and attached hereby.
- The Technical Commercial Committee's report was read, and responsive and non-responsive Bids (stating the reason) and also the technical, commercial points of responsive Bids were announced as described herein below:

- The price envelopes of bidders whose Technical Commercial Bids were found acceptable, were opened and the results of financial evaluation announced as described herein below:

- Considering the financial evaluation, the successful bidders were determined as follows:
..... Company/Joint Venture with an offered amount of Rials [in letters] IRR [in numbers] is announced as the first successful bidder.

..... Company/Joint Venture with an offered amount of Rials [in letters] IRR [in numbers] is announced as the second successful bidder.
- The bid bonds of the first and the second successful bidders were delivered to the Chief Financial Controller to be dealt with as per the Bidding Law.

Invitation to Bid and Bid Forms

- The bid bonds of all non-successful bidders who were present in the meeting were delivered to their representatives and receipts were obtained. Also, the bid bonds of non-successful bidders who were not present in the meeting were delivered to the Chief Financial Controller to be delivered to their legal representatives after obtaining the receipt.
- Other decisions made in the meeting are as follows:
- The present minutes of meeting is prepared in copies, all signed by the members of Bidding Committee.

Name and position and signature of Bidding Committee

In His Exalted Name

MINUTES OF MEETING FOR OPENING THE BIDS

(ONE STAGE BIDS)

Minutes of Meeting No. Dated

The Bidding Committee meeting for opening the Bidders' envelopes of Bid for *[Subject of Bid]*, numbered *[No. of Bid]*, was held on at AM/PM, at in the presence of members of the Bidding Committee. Examinations and decisions made are as follows:

- List of the names of participants in the meeting *[Bidder, name and position of the representative]* and their signature was prepared and attached hereby.
- List of the names of bidders participating in the bid are as follows: *[Name of bidder and its representative]*
- List of the names of bidders who are invited to bid are as follows:
- List of the names of bidders who have declined during the designated period and their request letter number are as follows: *[The copy of the letter notifying the decline is attached]*
- List of the names of bidders who have submitted their Bids (primary, modifying and decline) after the designated period and the their request letter number are as follows:
- First, the envelopes "A" were opened, the bidders' bid bonds' particulars were verified, the results *[Bidders' name, bid bond amount, and its completeness]* are as follows:
- Then the envelopes "B" and "C" of the bidders, whose bond bonds were found acceptable, were opened and the results of Bids evaluation are announced as follows:
- Considering the financial evaluation, the successful bidders were determined as follows:

..... Company/Joint Venture with an offered amount of Rials *[in letters]*
IRR *[in numbers]* is announced as the first successful bidder.

..... Company/Joint Venture with an offered amount of Rials *[in letters]*
IRR *[in numbers]* is announced as the second successful bidder.

- The bid bonds of the first and the second successful bidders were delivered to the Chief Financial Controller to be dealt with as per the Bidding Law.
- The bid bonds of all non-successful bidders who were present in the meeting were delivered to their representatives and receipts were obtained. Also, the bid bonds of non-successful bidders who were not present in the meeting were delivered to the Chief Financial Controller to be delivered to their representatives after obtaining the receipt.
- Other decisions made in the meeting are as follows:
- The present minutes of meeting is prepared in copies, all signed by the members of Bidding Committee.

Name and position and signature of Bidding Committee

In His Exalted Name

No.

Date

DECLARATION OF ACCEPTANCE

From: *[Employer's Name]*

To: *[Bidder's Name]*

Subject: Declaration of Bid Acceptance

We hereby declare your Company/ Joint venture as the successful bidder of the Bid *[Subject of Bid]* numbered *[No. of Bid]*, with the amount of IRR..... . It is therefore, required that, in accordance with the bidding documents, withindays* after receiving this letter, take action in obtaining the performance guarantee and deliver the same to this unit.

To obtain further information, you may refer to *[Name of division or office]* located The contact telephone number and the facsimile number are &

(Name and position of the employer's authorised signer)

* This period shall be written as specified in sub-article 30.1 of the Bid Data Sheet.

Islamic Republic of Iran

Management and Planning Organisation

Bidding Guidelines

comprising:

Instructions to Bidders

Invitation to Bid and Bid Forms

Office of Technical Affairs Deputy

Technical Criteria Codification and Earthquake Risk Reduction Affairs Bureau

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Introduction

1. Scope of Application and Generalities

- 1.1. These instructions are applicable to bids of contracts, which are awarded in conventional way (design, bidding and implementation).
- 1.2. These instructions include the present text and its attachment, the Bid Data Sheet. The contents of the Bid Data Sheet are filled in or written by the employer, with due regard to particulars of the works subject of the Bid.
- 1.3. In these instructions, the words and expressions shall have the meanings assigned to them herein below.
 - 1.3.1. Declaration of Acceptance means the letter of formal acceptance of the Bid, signed by the employer, including the written agreements signed by both parties.
 - 1.3.2. Bid Form is a document bearing the same title, completed by the bidder, including its signed Bid for performance of the works.
 - 1.3.3. Technical Commercial Bid is a document bearing the same title submitted by the bidder with the Bid Form and it comprises a part of the contract.
 - 1.3.4. Bid Proposal means the Bid Form and all documents submitted by the bidder along with the Bid Form and comprise a part of the contract. For simplicity, the Bid Proposal may be called the Bid.
 - 1.3.5. Letter of Invitation to Bid is the title of a document sent by the employer to all selected participants, and entitles them to receive the bidding documents. The Letter of Invitation to Bid is briefly named the Invitation Letter. This letter is considered as a part of the contract.
 - 1.3.6. Bidding documents are a set of documents bearing the same title, which are delivered to the bidders, upon presentation of the Letter of Invitation to Bid, and it includes the documents mentioned in article 5.

- 1.4. These Instructions to Bidders are prepared in coordination with the Letter of Invitation to Bid. In case of discrepancy between the contents of these instructions and the Invitation Letter, the contents of the Invitation Letter shall prevail.
- 1.5. These Instructions to Bidders are neither a part of documents of the Bid proposed by the bidder, nor it shall be a part of the contract documents. These instructions are the description of procedures to be applied through different stages of bidding, from the issuance of Invitation Letter up to the employer's decision to award the works subject of the Bid to one of the bidders and exchanging the contract, or dispensing of the employer to award the works; and it provides some information to bidders on how to prepare the Bid Proposals.
- 1.6. Bidders shall prepare and submit their Bids, considering the laws and regulation of the Islamic Republic of Iran, in particular the Law for Maximum Utilization of Technical, Engineering, Production, Industrial and Implementation Capabilities of the Country, ratified on 12/12/1375 (Iranian solar calendar) and the relevant consents, stipulated in the Bid Data Sheet, acquired by the employer for implementation of the project.
- 1.7. The bidder shall carefully study all instructions, forms, data sheets, contract conditions, drawings, specifications, schedules and other information available in the bidding documents. The bidder is responsible to provide and complete the information required in the bidding documents in such a manner that the proposed Bid is fully responsive to the bidding documents. Deficiency in the Bid Proposal or failure to complete the bidding documents results in rejection of the Bid.
- 1.8. In these Instructions to Bidders, the authorities of the consulting engineer are specified in the Bid Data Sheet.
- 1.9. Base date is a date specified in the contract and defined in the bidding documents as the contract base date.
2. **Eligible Bidders**

- 2.1. The bidders, who are prequalified in qualitative evaluation process (Prequalification) and are present in the shortlist, shall be invited to participate in the bid.
- 2.2. Given that only prequalified bidders are invited to participate in the bid, any change in the joint ventures is subject to the employer's written approval prior to the date of submission of the Bid.
- 2.3. No company may participate as a member of more than one Joint Venture in a bid. However it may be nominated as a subcontractor in more than a bid.
- 2.4. In the works related to the subject of the contract, the bidders shall not be a partner, directly or indirectly, of the persons who have been assigned by the employer to provide consulting services for preparing the design and other documents used for the works subject of the bid.

3. Acceptable Materials, Equipment and Origins

- 3.1. The materials, equipment to be supplied and the works to be carried out under the contract from abroad, shall have their origin in the countries having trade relations with the Islamic Republic of Iran.
- 3.2. For purposes of this article, "origin" means the place where the materials and equipment or components thereof are mined, grown, or produced. Product means a commercially recognised one that, through manufacturing, processing or assembling of major parts, is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3. The origin of the materials, equipment, and works is distinct from the nationality of the bidder.
- 3.4. All equipment and spare parts shall be new, unused and genuine, supplied and delivered to the employer from the manufacturing plant. A Bid including used or refurbished or repaired equipment shall not be accepted.

4. Participation Cost

- 4.1 Bidding documents reproduction cost, which shall be paid through purchasing them by the bidder, is specified in the Bid Data Sheet.

- 4.2. The bidder shall bear all costs associated with the preparation and submission, of its Bid and conducting the negotiations, and unless otherwise specified in the Bid Data Sheet, the employer will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bidding Documents

5. Bidding Documents

The bidding documents include the following sections:

- 5.1. Letter of Invitation to Bid (Invitation Letter)
- 5.2. Instructions to Bidders (the present text and the Bid Data Sheet) along with the bid bond and performance bond guarantee forms.
- 5.3. Bid Form
- 5.4. Contract agreement and contract conditions including general and special conditions
- 5.5. Drawings and Technical Specification
- 5.6. Schedules (if any), such as payments schedule, works time schedule, schedule of performance guarantees or criteria, schedule of data, schedule (or bill) of quantities and prices
- 5.7. Forms, certificates, confirmations and other documents (if any).
- 5.8. Addenda issued by the employer during the bidding process.

6. Verification of the Bidding Documents

- 6.1. Before preparing the Bid, the bidder shall examine the bidding documents carefully and obtain all necessary information such as transportation, access roads, ports, site location and surroundings, local conditions, effective and applicable laws and regulations. The bidder cannot invoke on his mistake or lack of knowledge after submission of the Bid.
- 6.2. The bidder may (if required, in coordination with the employer) visit the site and the available facilities. The employer will grant the bidder representatives, the permission to enter and visit the relevant lands, buildings and relevant installations to the extent authorised and possible. In case, a site visit is foreseen by the employer in the Bid Data Sheet, it shall be followed as anticipated. The employer, its employees and agents will not be held responsible regarding the visit the site and any consequences and expenses

resulted thereof. Such visit is for the purpose of further informing the bidder conditions of the works subject of the Bid and it shall not be deemed as an alternative to accurate verification of the bidding documents. Verbal information provided by the employer or the consulting engineer does not create any responsibility for the employer, unless it is amended to the bidding documents through an addendum.

- 6.3. Participating and submitting a Bid shall be deemed as the bidder has carefully studied all the bidding documents and has obtained, to the extent, which an experienced contractor can obtain, any information related to them and, in its opinion, there is no ambiguity or lack of knowledge related thereto (except the cases declared by the bidder in sub-article 9.6).
- 6.4. A bidder requiring any clarification on the concepts of any part of the specifications and the bidding documents, may notify the employer in writing through electronic media (hereinafter, the term electronic media is deemed to include telex, facsimile or electronic mail) and request the receipt of written clarification. The employer's mailing address is indicated in the Bid Data Sheet. If in the opinion of a bidder, the contents of the bidding documents contain a computational or specification error, it shall raise such issue before submitting of the Bid, during the period set forth in the Bid Data Sheet, and on occasion, submit its proposed modification. The employer will respond in writing to any request for clarification or modification of the bidding documents that it received before the deadline set forth in the Bid Data Sheet. Similar written copies of the employer's response, including an explanation of the queries or problems, but not the identification of its source, will be transmitted to all bidders who have received the bidding documents but not declined. No comment from any bidder shall be deemed as the bidding documents are clear and free of problems to such bidder.
- 6.5. The bidders' designated representatives are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the Bid Data Sheet. The purpose of the meeting will be to explain the works subject of the Bid and to answer the questions on the bidding documents that may be raised. The bidders are requested, as far as possible, to submit any question in

writing or via electronic media, to reach the employer not later than one week before the meeting. The text of the questions raised and the relevant responses will be equally transmitted to all bidders who have received the bidding documents but not declined. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting, shall be made through the issuance of an addendum

7. Revising the Bidding Documents and Issuance of Addenda

- 7.1. At any time until the date specified in the Bid Data Sheet or seven (7) days before the latest deadline for submission of the Bids, if not specified, the employer may, in response to a clarification requested by the bidders, or due to any other reason, and or at its own discretion, revise the bidding documents or postpone the deadline for submission of Bids or the bids opening date by issuing addenda.
- 7.2. If the amendment of documents requires change in the amount of works, it will be notified to the invited bidders through an addendum, and reasonable time will be afforded to take the amendments or changes into account. Bidders shall immediately acknowledge the receipt of the addendum and it will be assumed that the information contained therein will have been taken into account by them.
- 7.3. The addenda shall be deemed as integral parts of the bidding documents.

Preparation of the Bids

8. Language of the Bid

- 8.1. The Bid and all correspondences and documents related to the Bid shall be written in the language specified in the Bid Data Sheet. If some documents have been written in other languages, the translation of the parts required as per the bidding documents, shall be provided and in case of discrepancy, the translation shall govern.

9. Documents Comprising the Bid

The Bid Proposal shall comprises the following documents:

- 9.1. A bid bond furnished in accordance with article 12 of the Instructions to Bidders.
- 9.2. Bid Form and schedule (or bill) of quantities and prices (if available) duly completed, signed and sealed by the bidder.
- 9.3. Power of attorney, duly notarised, indicating that the person(s) signing the Bid has (have) the authority to sign the Bid, and thus the Bid is a binding document upon the bidder during the period of its validity in accordance with article 13.
- 9.4. The schedules furnished in the bidding documents, which are completed by the bidder.
- 9.5. The Technical Commercial Bid, in two stage bids, including: detailed description of the Bid for technical specifications for equipment, organisation and methodologies of the works subject of the bid, as well as other technical information such as brochures and other details of materials, equipments, spare parts and special technologies.
- 9.6. Detailed description of proposed solutions for removing mistakes or problems in those drawings and technical specifications, which in the opinion of the bidder are erroneous in spite of the bidder's notification as per sub-article 6.4.

- 9.7. All other bidding documents signed and sealed by the bidder.
- 9.8. The bidder shall also provide and be bound to all or a part of the following supplementary information as specified in the Bid Data Sheet. The information, which in the discretion of the employer, are necessary to be deemed as a part of the Technical Commercial Bid, are specified in the Bid Data Sheet.
 - 9.8.1. A description of the bidder's organisation and management structure for the execution of the works subject of the bid, and the means whereby this organisation shall be related to the overall company organisation.
 - 9.8.2. Breakdown of the works subject of the bid, to be performed by each member of the joint venture or various work groups of the bidder, or sub contractors (if any).
 - 9.8.3. Information relevant to the methodologies of the works subject of the Bid if not specified in the drawings and technical specifications, at least including:
 - 9.8.3.1. Engineering and design in case the design of a part of the works is undertaken by the bidder, including:
 - i) Standards and procedures to be used, and
 - ii) Proposed methods, approaches and solutions for designing elements of the works
 - 9.8.3.2. Procurement of equipment including contracting affairs, vendor selection, inspections, quality control and transportation
 - 9.8.3.3. Procurement of materials, providing manpower and machinery required for performance of the works.
 - 9.8.3.4. Execution method of various structures and types of activities of construction works
 - 9.8.3.5. Erection procedures, testing and commissioning of equipment and other works needing to be tested and commissioned.
 - 9.8.3.6. Safeguarding method and security control.

9.8.3.7. Training method of the employer's personnel for operation (in case it is foreseen in the works subject of the Bid).

9.8.4. Time schedule for performance of various works subject of the Bid (procurement, performance, erection, commissioning) indicating allocated resources including manpower, bidder's machinery and material, and the methods of updating the time schedule and controlling the progress of the works.

9.8.5. Total quality assurance and quality control programs for performance of works subject of the bid.

9.8.6. Documentary evidence showing that the materials and equipment conform to the details required in the drawings and technical specifications. Such documents shall indicate that the offered materials and equipment and their countries of origin conform to the bidding documents.

The documentary evidence of the conformity of equipment with the bidding documents may be in the form of literature, drawings or data and shall include the followings:

- i) A detailed description of technical and performance characteristics of the equipment.
- ii) A list giving full particulars of suppliers for supply of spare parts, special tools, etc. required for constant and proper functioning of the equipment.
- iii) A commentary of the technical specifications and adequate evidence demonstrating the responsiveness of the materials and equipment to those specified.

- iv) A bidder who offers to supply and/or install equipment that the bidder did not manufacture or otherwise produce and/or install, the bidder shall have been duly authorized by the manufacturer or producer of the related equipment to supply and/or install that item in the country, and be responsible for ensuring that the manufacturer or producer is eligible in accordance with these Instructions to Bidders.

Bidders shall note that standards for workmanship, materials and equipment designated by the employer in the bidding documents are intended to be the minimum. The bidder may substitute alternative standards, provided that the substitutions are equivalent or superior to the standards designated by the employer.

- 9.9. The bidder shall include in its Bid, the details of all major items of equipment or services that it proposes to provide through subcontractors, giving the name and nationality of the proposed subcontractors, including vendors for each of such items. Bidder is free to list more than one subcontractor to perform each item of the work, but the quoted rates and prices shall be deemed to apply to whichever subcontractor is appointed. Bidder shall ensure that all subcontractors proposed are eligible, and that the materials and equipment or services to be provided by them, comply with the requirements of article 3. The employer reserves the right to omit any proposed subcontractor prior to signing the contract, and after negotiation between the employer and the bidder, the approved subcontractors for each item concerned shall be listed.
- 9.10. Except as provided in the Bid Data Sheet, the bidders may not submit more than one Bid. The bidders wishing to offer various technical alternative(s), with reasonable deviations from the bidding documents, must first bid for the option conforming to the bidding documents (with permitted deviations) called the basic alternative. Furthermore they shall provide the information necessary for a complete evaluation of all technical alternatives by the employer, including drawings, calculations, technical specifications, proposed installation procedures and other relevant details.

9.11. Other documents requested in accordance with these Instructions to Bidders and in particular article 24, shall be submitted together with the Bid Proposal.

9.12. A list of all documents and attachments comprising the Bid Proposal, which facilitate the access to them, shall be submitted together with the Bid. 9.13. When a Bid is submitted by a joint

venture: 9.13.1. All documents described hereinabove shall be signed so as to be legally binding on of all partners of the joint venture, and commit them to all obligations accepted by the joint venture through the Bid Proposal. Therefore, a letter signed by all partners of the joint venture shall be submitted together with the Bid, indicating that the person signing the Bid has the full authority to sign the Bid on behalf of the joint venture's partners. 9.13.2. A

copy of the agreement entered into by the joint venture partners shall be submitted with the Bid. The joint venture agreement shall be arranged in such away that it includes but not be limited to the followings:(a) As to all partners of the joint venture are severally and commonly (jointly) responsible for the execution of the contract and they are liable to the employer.

(b) Percentage of share of each partner of the joint venture.

(c) Terms of reference and responsibilities of each partner.

9.13.3. One of the partners responsible for performing the key components of the contract shall be designated as joint venture's leader. This designation shall be evidenced by submitting with the Bid, of a power of attorney, signed by authorised signatures of all partners. The leader shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture.

9.14. The employer shall deem all received information confidential and restrain to divulge them.

10. Bid Prices

- 10.1. The Bid prices shall be furnished in the manner specified in the schedule (or bill) of quantities and prices (if provided) or in accordance with the method specified in the bidding documents.
- 10.2. In cases where, in accordance with the bidding documents, the prices shall be quoted by the bidder, they shall be entered against each item of the schedule (or bill) of quantities and prices. In case the price of an item is not quoted, it shall be assumed that its price is included in the price of other items in the schedule of quantities and prices.
- 10.3. Bid prices shall include the full price of the described works, such as bidders profit, overhead cost such as taxes, customs duties and other legal levies, social security, workers' legal benefits, and other similar costs (relevant to Iran or abroad) except as they are clearly exempted in the bidding documents. Such prices shall also include all costs and expenses which may occur in and for the performance of the works and shall take into account all major risks, responsibilities and liabilities explicitly or implicitly stated in the documents and participation in the Bid is accomplished on their base. The schedules (or bill) of quantities and prices provided in the bidding documents may have been prepared in brief. In such case, the bidders shall provide and fill in a detailed list, if required in the bidding documents, and attach them to their Bids.
- 10.4. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, the total price shall prevail. Furthermore, if there is a discrepancy between the sums of total prices with the price of the Bid, the Bid price shall prevail.
- 10.5. In case the price of a proposed alternative Bid (if permitted), is different with the base Bid price, for each alternative Bid a separate Bid Form and its relevant schedule (or bill) of quantities and prices shall be provided and all shall be placed in envelope "C"

11. Bid Currencies

- 11.1. The Bid proposals shall be quoted as specified in the Bid Data Sheet. If no other arrangements are specified in the bidding documents, the following terms shall apply:

- 11.1.1. Materials and equipment to be supplied from abroad shall be quoted in the currency specified in the Bid Data Sheet.
- 11.1.2. Materials and equipment to be supplied from within the county shall be quoted in Iranian Rials.
- 11.1.3. Transportation, insurance and other services incidental to transportation of the materials and equipment, civil, erection and commissioning works shall be quoted either in Iranian Rials or in specified foreign currency, in accordance with the contract conditions.
- 11.2. The Iranian Rials portion of the total Bid price shall not be less the percentage specified in the Bid Data Sheet.

12. Bid Bond

- 12.1. To participate in the Bid, the bidder shall furnish a Bid bond, valid from the latest deadline for submission of the Bids, in the amount specified in the Bid Data Sheet, in Iranian Rials or in equivalent foreign currency, in the form attached to the bidding documents, from an Iranian Bank as required in the Bid Data Sheet, and shall submit it enclosed to its Bid.
- 12.2. Bids not accompanied by acceptable Bid bonds are non-responsive and they shall be rejected.
- 12.3. The Bid bond of all bidders except the successful bidder and the bidder, whose Bid is ranked as the second Bid, shall be returned as soon as possible, and the case shall be notified to the bidders.
- 12.4. The Bid bond of the successful bidder and the bidder, whose Bid is ranked as the second Bid, shall be returned to the bidder on the date of exchanging the contract and submitting the performance guarantee. The said Bid bond shall, if needed, be extended at the cost of the bidders.
- 12.5. The Bid bond may be forfeited:
 - 12.5.1. If the bidder withdraws its Bid during the period of Bid validity, and
 - 12.5.2. In the case of a successful bidder if it fails:
 - (a) to sign the contract in accordance with article 29.

(b) to furnish the required performance guarantee in accordance with article 30.

13. Validity Period of the Bid

- 13.1. Bids shall remain valid, in all respect, from the latest deadline for submission of the Bids, for the period specified in the Bid Data Sheet. A Bid valid for a shorter period shall be rejected by the employer.
- 13.2. The employer may solicit the bidders' consent to an extension of the Bid validity period. The request and responses thereto shall be made in writing or through electronic media. If a bidder accepts to prolong the period of validity, the Bid bond shall also be suitably extended. Any bidder may refuse the request without its Bid bond being forfeited. Bidders granting the request will not be required or permitted to modify their Bids, except in cases written under sub-article 13.3.
- 13.3. In the case of fixed price contracts, if the Bid validity period is extended beyond fifty six (56) days, the amounts payable to the successful bidder shall be escalated by applying the indices specified by the employer in the request for extension, and the same rule shall apply if the Declaration of Acceptance takes place beyond fifty six (56) days after the expiry of the initial Bid validity. Bid evaluation will be based on the Bid prices without considering the above corrections.

14. Format and Signing of the Bid

- 14.1. The Bid shall be prepared, completed, stamped and signed as indicated in these Instructions to Bidders and article 15 in particular, and shall be placed in a proper signed and sealed envelope together with other documents specified in the Instructions to Bidders.
- 14.2. The Bid shall furnish the full data related to the bidder and the name of persons authorised to sign the binding documents and contracts and it must be signed, by the persons authorised by the bidder, based on sub-article 9.3 of the Instructions to Bidders.
- 14.3. Any erasing, crossing outs or changes in phrases or figures shall be verified by authorised signature and stamp of the bidder.

Instructions to Bidders

14.4. All pages of the bidding documents shall be duly signed by authorised persons of the bidder and stamped.

14.5. The Bid shall be dated.

Submission of the Bids

15. Sealing, Stamping and Marking of the Bids

15.1. Bidding documents or instruments shall be placed in three envelopes in the following manner:

- Envelope “A” relevant to Bid bond.

The envelope marked “Envelope A” containing the guarantee described in sub-article 9.1.

- Envelope “B” relevant to Technical Commercial Bid in two stage bids or technical documents in one stage bids.

Another Envelope marked "Envelope B" containing the following documents:

A copy of the bidding documents specified in article 5 (except Bid Form and schedule or bill of quantities and prices), completed stamped and signed by the bidder, and

All technical specifications and drawings related to Bid Proposal subject of sub-articles 9.3 to 9.13.

No information relevant to price, from which all or a part of the quoted price could be derived, shall be placed in the envelope “B”.

- Envelope “C” relevant to price quotation.

Another envelope marked "Envelope C" containing Bid Form, schedule or bill of quantities and prices (if any) and quoted price analysis (if any) subject of sub-article 9.2 and requested information under sub-article 24.1

15.2. All documents in envelopes "B" and "C" shall be prepared and submitted in one original and the number of copies indicated in the Bid Data sheet. The original shall be marked as "ORIGINAL" and the copies shall be marked as "Copy No.1", "Copy No.2" and "Copy No. ...". In the event of any discrepancy between them, the original shall govern.

Each of three envelopes "A", "B" and "C" shall be sealed and stamped, and all shall be placed in another sealed and stamped outer envelope, and they shall

bear the name and address of the bidder, the title and number of Letter of Invitation to Bid, and the statement " DO NOT OPEN BEFORE [*date* (Bids Opening Date)]" shall clearly be written on them.

16. Deadline for Submission of Bids

16.1. Bidders shall prepare their Bids in accordance with the Instructions to Bidders and deliver them at the address of the employer specified in the Bid Data Sheet, not later than the time and date stated in the Bid Data Sheet, against a receipt. The employer shall register and maintain all received bids until the Bids opening date.

16.2. The employer may, at its discretion extend the deadline for submission or the opening date for Bids in accordance with sub-article 7.1. In such case all rights and obligations of the employer and bidders will be subject to the deadline as extended.

16.3. The employer will not receive any Bid submitted later than the stipulated deadline.

17. Declining, Modification and Withdrawal of the Bid

17.1. If due to any reason, the purchaser of bidding documents is not willing to participate in the bidding, it shall provide the employer with a written notice to that effect within the period specified in the Bid Data Sheet. Failure to achieve the above mentioned requirement, shall effect on the qualification of the invitee for future bids.

17.2. The bidder may modify or withdraw its Bid after submission, provided that written notice of the modification or withdrawal is provided in accordance with sub-article 17.3 prior to the deadline for submission of the Bids.

17.3. A bidder, wishing to withdraw or modify its Bid, shall notify the employer in writing prior to the latest deadline for submission of the Bids. The Bid withdrawal notice shall be addressed to the employer, and shall bear the title and number of the Letter of Invitation to Bid, and the statement "BID WITHDRAWAL NOTICE". Bid withdrawal notices received after the latest deadline for submission of the Bids will be ignored, and the submitted Bid will be deemed to be a validly submitted Bid.

17.4. Bid Modifications shall be prepared and marked in the number and in the way indicated in article 15, and bear the words "BID MODIFICATION - A" or " BID MODIFICATION - B" or " BID MODIFICATION - C" and be placed in the envelope relevant to Bid bond or Technical Commercial Bid or price quotation as the case may be. Such envelope(s) shall be placed in an outer envelope sealed and marked "BID MODIFICATIONS".

Bid Opening and Evaluation

18. Opening of the Bids by the Employer

18.1. The employer's Bidding Committee will open the bids, modifications and eventual requests for withdrawal in the presence of bidders' designated representatives who are invited to attend the opening session of the Bids, at the time, date, and location stipulated in the Bid Data Sheet.

18.2. After preparing the list of bidders and attendants in Bid opening session, the received Bid withdrawal notices shall be opened first and the name of the bidder shall be read out. Bids for which a notice of withdrawal has been submitted pursuant to article 17 shall not be opened, and returned to the bidder as received. Then, the bids and their modifications will be opened by the Bidding Committee in the following manner:

18.2.1. Envelope "A" and subsequently its modification, if any, shall be opened first. In case the contents of this envelope were not complete as indicated in sub-article 15.1 and other provisions of the Instructions to Bidders, the Bid will be deemed as rejected and envelopes "B" and "C" will be returned unopened to the bidder as received.

18.2.2. In case the contents of envelope "A" are complete as indicated above, it shall be acted as follows:

- In two stage bids, the envelope "B" and subsequently its modifications will be opened and, after the procedural verification, the contents shall be submitted to the Technical Commercial Committee for verification.

In case envelope "B" is not complete and in compliance with provisions stated in sub-article 15.1, the Bid will be rejected.

- In one stage bids, envelopes "B" and "C" and subsequently their modifications will be opened, and the Bid Committee, considering the provisions of article 23, will decide on the most appropriate Bid.

18.2.3. At the end of the session for opening the envelopes "A" and "B", the time and venue of the session for opening the envelopes "C" shall be

announced. This time may be extended once and at most up to the expiration date of Bids validity. Envelopes “C” shall be maintained by the employer in a sealed stamped outer envelope.

During the opening session for envelopes “C”, the results of examinations of envelopes “B” shall be announced first, the and envelopes “C” of the bids not accepted by Technical Commercial Committee shall be returned as received, and the envelopes “C” of the bidders who their Technical Commercial Bids have been accepted shall be opened. If the verification of the prices and the analysis of their criteria need to be done, the Bidding Committee may refer them to Technical Commercial Committee to verify. In such case, the Technical Commercial Committee will notify the Bidding Committee of the result of evaluation, within two weeks.

- 18.3. A maximum of two authorised representatives of any bidder and the representatives of relevant trade associations may attend the technical and financial envelopes opening. The representatives of the bidders whose Technical Commercial Bids have been accepted may attend the price quotation envelopes opening.
- 18.4. The Bidding Committee shall prepare minutes of meeting for Bid opening, including the names of the purchasers of the documents, bidders, meeting participants and other information disclosed at the openings.
- 18.5. Bids not opened and read out at Bid opening shall, under no circumstances, be considered further for evaluation.

19. Clarifications of the Bids

- 19.1. During Bids evaluation the employer may, at its discretion, ask the bidders for clarification of their Bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought and/or offered. The provided written information or clarification shall be deemed as an integral part of the Bid.

20. Preliminary Examination of Bids (Procedural Verification)

- 20.1. The Bidding Committee will examine the bids to determine whether they are complete, required bonds have been furnished, the documents have been properly signed, and the bids are prepared and drawn up as per criteria. The Bidding Committee will carry out such examination at the opening.
- 20.2. The Bidding Committee may waive any minor irregularities and informalities in a Bid that does not constitute a material deviation, provided that it does not prejudice the results of the technical, commercial and financial evaluations pursuant to articles 22 and 23.
- 20.3. Prior to the evaluation of each Bid Proposal, the employer will determine whether such Bid is acceptable and is responsive to the bidding documents. A substantially responsive Bid is one that conforms to the bidding documents without unacceptable deviations, objections, conditions or reservations.

A material deviation, objection, condition or reservation is one that:

- i) Affects the scope, quality or performance of the works subject of the Bid.
 - ii) Is inconsistent with the employer's rights or the bidder's obligations set forth in the bidding documents.
 - iii) Whose reflection would unfairly affects the competitive position of other bidders who are presenting substantially responsive Bids.
- 20.4. If a Bid is not substantially responsive, it may not subsequently be made responsive by correcting the nonconformities by the bidder. The employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21. Conversion to Single Currency

- 21.1. To facilitate evaluation and comparison of Bids, all prices expressed in foreign currencies will be converted into Iranian Rials (IRR) at the selling exchange rate established for similar transactions by the Central Bank of the Islamic Republic of Iran at the base date and it shall be used for comparison.

22. Technical Commercial Evaluation

- 22.1. The employer, through a Technical Commercial Committee, will carry out a detailed evaluation of the bids previously determined to be substantially

responsive in order to determine whether the technical aspects are in accordance with the drawings and technical specifications. In order to reach such a determination, the Technical Commercial Committee will examine and compare different technical aspects of the Bids on the basis of the information supplied by the bidders through the documents of sub-articles 9.5 to 9.10, and taking into account the following factors:

22.1.1. Overall completeness and compliance of the Technical Commercial Bid with the drawings and technical specifications.

22.1.2. Type, quantity and long term access to spare parts and maintenance services.

22.1.3. Completing the works subject of the Bid, in the contract completion period.

22.1.4. Any other relevant factors, if any, listed in the Bid Data Sheet.

A Bid will be deemed non-responsiveness and will be rejected if it does not meet the minimum acceptable standards of completeness, consistency and comprehensiveness.

22.2. To achieve the above, and in agreement with the works subject of the Bid, the employer, will determine a method for technical commercial evaluation, in the Bid Data Sheet, including setting the criteria and the relevant points. It will also define the limit for acceptance of the Bids.

22.3. Where alternative bids have been permitted and offered in accordance with sub-article 9.9 of these Instructions to Bidders, the employer will make a similar evaluation of the alternatives, which will be treated as if they were base bids.

22.4. Any technical commercial evaluation shall be carried out prior to the opening of price quotation envelopes.

23. Financial Evaluation

23.1. The financial comparison of equipment supplied from within the country shall be the ex-works price including all taxes and charges relevant to components and raw material incorporated in the equipment and, of the equipment offered

from abroad shall be the CIP (named place of destination), in both cases plus the cost of local transportation, erection and other services required under the contract. The comparison will also include the costs resulting from application of the financial evaluation procedure described in sub-article 23.2.

23.2. The employer's evaluation of the Bids, if a particular manner is specified in the Bid Data Sheet, in addition to the Bid prices, the following costs will be calculated using the available information and added to each bidder's Bid price, in the manner specified in the Bid Data Sheet:

23.2.1. The cost of all quantifiable deviations of the Bid from the technical specifications whether identified in the Bid or not, provided that such deviations are allowed in the bidding documents.

23.2.2. The cost of non-compliance with the contract completion period provided that such non-compliance is allowed in the bidding documents.

23.2.3. The projected operating and maintenance costs during the useful life.

23.2.4. The extra cost of the works, services, installations etc., required to be provided by the employer or third parties.

23.3. In two stage bids, the financial evaluation method shall be foreseen in the Bid Data Sheet.

23.4. Except for sub-article 23.2.2, no credit will be given for completions earlier than the contract completion period. Bids offering a completion date considerably beyond the designated contract completion period shall be rejected.

23.5. If due to characteristics of the works subject of the Bid, special criteria for financial evaluation are specified in the Bid Data Sheet, the Bid will also be evaluated to such criteria.

23.6. Any adjustments in price that result from the above procedures shall only be for purposes of comparison of Bids, and Bid prices quoted by bidders shall remain unaltered.

24. Domestic Preference

24.1. With respect to the Law for Maximum Utilization of Technical, Engineering, Production, Industrial and Implementation Capabilities of the Country towards Implementation of Projects and to Provide Funds for Export of Services, ratified by the Islamic Consultative Assembly (Parliament) on 12/12/1357 (Iranian solar calendar) and the Cabinet Decree No. 27010/26539 dated 2/6/1381, the bidders, to inform the employer of the contract value of the local works, shall provide the following instances clearly and transparently in envelope “C” of their Bids.

24.1.1. Quantity and contract value for engineering works to be done in Iran.

24.1.2. Quantity and value of goods or raw materials, bulk material, standard items produced in Iran, used in implementation of the contract.

24.1.3. Quantity and value of equipment, manufacturing of which shall be assigned to Iranian manufacturers or producers, along with the list of Iranian vendors among whom the selection for the works shall be done.

24.1.4. Price break down of the works directly done by the Iranian partner(s) of the joint venture in Iran.

24.1.5. Quantity and value of the equipment, which is not manufactured or produced in Iran, but the foreign partner undertakes and commits to arrange their production in Iran in cooperation with the foreign manufacturers of such equipment (severally and/or commonly with Iranian manufacturers).

24.1.6. The list of what are established by the foreign partner as a consequence of awarding the works subject of the Bid to an Iranian – Foreign joint venture, and remain permanently in the country after implementation of the contract. “Benefits for Iran”

24.2. In the evaluation and comparison of the Bids, the price of material and equipment supplied from abroad will be increased by the applicable custom duties and other taxes and import levies. In case the imported materials or equipment are subject to more than one import tariff, the appropriate tariff for each item shall be applied. Bids, which are based on local manufacturing and

the use local services, shall be preferred to the foreign supplies. The preference, if needed, is specified in the Bid Data Sheet.

25. Contacting the Employer

- 25.1. From the time of Bid opening to the time of signing the contract, any contact of the bidder with the employer on matters related to the Bid, should be done in writing.

Award and Exchange of Contact

26. Contract Award Criteria

26.1. Subject to article 27, the employer will award the contract to a bidder whose Bid is complete and is the best priced Bid, further provided that the bidder is determined to be qualified to perform the contract satisfactorily.

27. Right to Accept or Reject the Bids

27.1. The employer is entitled to accept or reject any Bid, in the framework of Bidding Law, and/or to annul the bidding process and reject all bids at any time prior to Declaration of Acceptance, without thereby incurring any liability to the bidders.

27.2. The employer shall immediately notify bidders of its decision if the bidding process is annulled.

28. Notification of Award

28.1. Prior to the expiration of the period of Bid validity, the employer will notify the successful bidder in writing or electronic media by sending the Declaration of Acceptance, that its Bid has been accepted. The successful bidder shall acknowledge the receipt of the award notification.

29. Signing and Exchange of Contract

29.1. After Declaration of Acceptance, the employer will prepare the contract documents (in accordance with the specimen provided in the bidding documents) incorporating the agreements reached by the parties, and invites the successful bidder to call on the employer's address, for signing and exchanging of the contract within the period specified in the contract documents.

30. Performance Guarantee

30.1. within the period specified in the Bid Data Sheet after the receipt the Declaration of Acceptance, or signing of the Agreement, the successful bidder shall furnish the performance guarantee from an Iranian bank in the amount stated in the Bid Data Sheet and in the form attached to the bidding documents.

- 30.2. Refusal or unjustified delay on the part of the successful bidder to sign the contract or to furnish the performance guarantee will give the employer the right of forfeiting of the Bid bond and entering into the contract with the second successful bidder. In case the second successful bidder refuses to sign the contract, its Bid bond will be also forfeited and new bids will be called for.
- 30.3. The employer shall immediately notify bidders if new bids are called for.

31. Corrupt and Collusive Practices, Compromise against Government Interests

- 31.1. If it becomes apparent that some bidders have compromised against the interests of the employer and or of the government of the Islamic Republic of Iran and the matter is reported to the employer, and if in the judgment of the employer such a compromise has taken place, the bidding will be annulled and the employer shall report the matter, indicating the names of the companies involved, to the competent authorities and Management and Planning Organisation for further legal actions.

32. Dispute / Complaint Resolution

- 32.1. If a bidder has objections that some articles of the Bidding Law are not complied with, it can complain in the framework of the said law.

BID DATA SHEET

Explanation:

Bid Data Sheet, will be completed by the employer prior to issuing the bidding documents. The information contained in the Bid Data Sheet is to explain and supplement some articles of the Instructions to Bidders, which are adjourned to the Bid Data Sheet, or to append some articles thereof. Sub-articles numbers, set forth in this Bid Data Sheet are the same sub-articles numbers related to the Instructions to Bidders. In case of discrepancy, the contents of Bid Data Sheet shall prevail over the contents of the Instructions to Bidders.

BID DATA SHEET

1.6	Relevant consents for implementation of the project are:
1.8	Cases where the consulting engineers may act on behalf of the employer in the framework of the Bidding Law are:
4.1	The cost for reproducing of the bidding documents is as follows:
4.2	A portion of the costs for preparation of the Bid shall be paid in accordance with the following regulations:
6.2	Site visit shall take place on <i>[Date]</i> .
6.4	The employer's mailing address for forwarding questions regarding the bidding documents and deadline for raising questions are: <i>Address: [the address of consulting engineers, on behalf of the employer, may be given]</i> The deadline for responding the raised questions is:
6.5	The pre-bid meeting shall take place on at : AM/PM at <i>[address]</i> . <i>[The date of the pre-bid meeting shall not be later than 28 days before the latest deadline for submission of the Bids and in case a site exists it is better to be concurrent with the site visit.]</i>
7.1	The employer may revise the bidding documents or postpone the deadline for submission of the Bids or the Bids opening date by issuing addenda maximum by days before the latest deadline for submission of the Bids.
8.1	The main language(s) of Bid, relevant correspondence and documents is (are): <i>[A different language may be specified for technical documents.]</i>
9.8	Required supplementary information to be submitted by the bidder: <i>[In this section, considering the works subject of the Bid, the required items referred to in sub-article 9.8 shall be specified by the employer.]</i>
9.8	Portions of the supplementary information, which are deemed as a part of the Technical Commercial Bid: <i>[Some portions of the supplementary information may solely be used for Bid evaluation.]</i>
9.10	Alternative bids are accepted. <input type="checkbox"/> are not accepted. <input type="checkbox"/>
11.1	The manner for quoting Bid price, Bid currency and exchange rate shall be as follows:
11.2	The Rials portion of the price shall not be less than percent.

Instructions to Bidders

12.1	The amount of the bid bond is The validity period of the bid bond shall start from the latest deadline for submission of the Bids. The bid bond shall be in the form attached herein. <i>[Currently, it shall be prepared considering the Governmental Transactions Guarantee Bylaw, approved by the Cabinet on 82/8/11 (Iranian solar calendar).]</i>
13.1	The Bids shall be valid until days after the latest deadline for submission of the Bids . <i>[This period, considering the maximum validity period of bid bonds, shall not be more than 6 months.]</i>
15.2	The contents of envelopes "B" and "C" shall be prepared in sets, one original and copies.
16.1	The latest deadline for submission of the Bids is AM/PM, on The employer's address for submission of the Bids is: <i>[This date shall not be not less than 10 days for local bids, and one month for international bids, both from issuing date of bidding documents.]</i>
17.1	If the purchaser of the bidding documents declines to participate in the bidding and submit a Bid, it shall notify the employer in writing not more than days after purchase of the bidding documents
18.1	The Bids opening takes place at AM/PM on at <i>[Address].</i>
22.1. 4	Other criteria, which the employer considers in technical commercial evaluation of the Bids:
22.2	a) The method, factors, weight and the manner of granting points for technical commercial evaluation of the Bids are as follows: <i>[Technical commercial evaluation shall be done based on granting points and in the scale of zero to one hundred.]</i> b) The lowest limit for acceptance of Technical Commercial Bids is points.
23.2.1	The manner of calculating the cost of quantifiable deviations of the Bid from the technical specifications:
23.2.2	The manner of calculating the cost of change in completion period:
23.2.3	The manner of calculating the cost of operating and maintenance:
23.2.4	The manner of calculating the extra cost of the works, services, installations etc.:
23.3	The financial evaluation of the Bids shall be done in the following manner:
23.5	Other criteria considered by the Employer in financial evaluation of the Bids and their calculation methods are:
24.2	The preference of local manufacturing share and use of local services in relation to foreign ones:
30.1	The performance guarantee shall be submitted within days after receiving

Instructions to Bidders

	the Declaration of Acceptance, for the amount of <i>[Currently, it shall be prepared considering the Governmental Transactions Guarantee Bylaw, approved by the Cabinet on 82/8/11 (Iranian solar calendar).]</i>
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