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| **BRANCH OF**  **AGA KHAN AGENCY FOR HABITAT** |
| **TENDER DOCUMENTS** |
| ***KURP 20(b) "Pedestrian Bridge Construction in Khorog, Tajikistan"*** |

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| 2.0 – ACKNOWLEDGMENT of receipt |
| 3.0 – instructions TO TENDERERS |
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| form b – Key management staff and technical staff CV including copies of diploma |
| form c – SCHEDULE OF TOOLS & EQUIPMENT INCLUDING TECHNICAL PASSPORTS OF MACHINERY OR RENTAL AGREEMENT WITH SUBCONTRACTORS |
| form d – Detailed method statement and outline programm |
| form e – LICENCES, CERTIFICATES AND OTHER RELATED DOCUMENTS |
| FORM F – EXPERIENCE AND REFERENCES  FORM G – FINANCIAL CAPABILITIES  5 – PRICING SCHEDULES  5.0 – GENERAL REQUIREMENTS  5.1 – SPECIAL CONDITIONS AND SCOPE OF WORKS |
| 6.0 – ADDITIONAL DOCUMENTS FOR INFORMATION  7.0 – THE EMPLOYER’S MILESTONE DATES  8.0 – ENVIRONMENTAL, HEALTH & SAFETY STANDARDS  9.0 – CONDITIONS OF CONTRACT |

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| 1. **EVALUATION MATRIX** | | | |
| **SECTION** | **SECTION WEIGHTING** | **SUB-SECTION** | **SUB-SECTION WEIGHTING** |
| 1. Technical | 70% | Project organizational chart (Form A) | 5 |
| Key management staff and technical staff CV including copies of diploma (Form B) | 10 |
| Tools & Equipment including technical passports of machinery or rental agreement with subcontractors (Form C) | 15 |
| Detailed method statement and outline program (Form D) | 10 |
| Licenses, Certificates, and other related documents (Form E) | 5 |
| Experience & References (Form F) | 15 |
| Financial capabilities (Form G) | 10 |
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| 2. Commercial | 30% | Tender Sum/Price (Form of Tender) | 30 |

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| 2.0. ACKNOWLEDGEMENT OF RECEIPT |

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| **BRANCH OF AGA KHAN AGENCY FOR HABITAT, TAJIKISTAN** |
| ***KURP 20(b) "Pedestrian Bridge Construction in Khorog, Tajikistan"*** |
| for the attention of Aga Khan Agency For Habitat |
| e-mail:  [**akahtjk.procurement@akdn.org**](mailto:akahtjk.procurement@akdn.org)**;** |
| We acknowledge receipt of the invitation to Tender letter dated **December 12, 2024,** and the enclosures which comprise the tender documentation for the above works, and confirm that we intend to submit a completed Tender in accordance with the instructions contained within the tender documents. |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **3.0. INSTRUCTIONS TO TENDERERS** |

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| **INSTRUCTIONS TO TENDERERS** |
| **DOCUMENT FORMATS** |
| All Tender Documents will be distributed electronically by email. |
| All Tender returns shall be provided in two paper copies plus one electronic copy emailed to:  [**akahtjk.procurement@akdn.org**](mailto:akahtjk.procurement@akdn.org) |
| **DELIVERY OF OFFERS** |
| All **sealed** envelopes containing the bid documents must be delivered to the following addresses, not later than **not later than 10:00 on Friday, January 10, 2025:**  **10th Floor, TCell Plaza, 732000, Rudaki ave.34**  **Dushanbe, Tajikistan or**  **Zamirov street 5, Khorog, GBAO, Tajikistan,**  where tender opening ceremony taking place |
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| T01 **Preparation of Tender**  These instructions are provided for general guidance in the preparation of the Tender Documents of the Tender as detailed above.  For clarity, any reference to Contractor for the purpose of this Tender shall mean the Tenderer. |
| The Tenderer must examine carefully all of the Tender Documents including the Conditions of Contract and Employer’s Requirements. |
| Following careful examination of the Documents and no later than **not later than 14:00 on January 7, 2025.**  Tenderers may request in writing by email  [**akahtjk.procurement@akdn.org**](mailto:akahtjk.procurement@akdn.org)**;**  clarification of any terminology contained in the Documents or for interpretation or correction of any ambiguity, inconsistency, discrepancy or error contained therein. |
| The **Employer** will answer each request for clarification no later than two (2) working days after the receipt. |
| Any clarification, interpretation, or correction requested by each Tenderer will be issued to all Tenderers as an Addendum and will become a part of the tender document. Only a written clarification, interpretation, or correction by Addenda shall be relied upon and be binding. |
| T02 **Submission of Tender**  The Tender shall be submitted in Two copies to the **Employer** at the addresses given previously, using the text set forth in the Form of Tender, typed on the paper bearing the Tenderer’s letterhead. The Tender must be signed by a person duly authorized to execute the same on behalf of the Tenderer and bear the Company stamp. |
| The Tender return shall be submitted in the envelope provided together with the addresses information, which shall be sealed and noted**:** |
| ***KURP 20(b) "Pedestrian Bridge Construction in Khorog, Tajikistan"*** |
| T03 **TENDER OPENING**   1. The Employer shall conduct the Tender opening in public, in the presence of tenderers’ designated representatives and anyone who chooses to attend, and at the address, date, and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance TO2, shall be as specified in the TDS 2. The Employer shall open all other envelopes one at a time and readout: the name of the Tenderer, the Tender Price(s), any discounts and their application methodology, and alternative Tenders. No Tender shall be rejected at Tender opening except for late Tenders 3. The Employer shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative proposals.   T04 **Pricing**  Tenderers shall state the Tender price in **US Dollars**. |
| All amounts shall be indicated in words and figures. Whenever there is a discrepancy between the words and figures, the amount quoted in words shall prevail. |
| The Tenderer’s price shall be a fixed price lump sum including all costs and expenses without limitation, all overheads, taxes and profit, shall include fluctuations and price escalations. |
| The Tenderer’s price shall be inclusive of VAT, road tax and all social taxes which shall all be stated separately. |
| T05 **Employer’s Acceptance of Tender**  Tenderers acknowledge the right of the Employer to reject any or all Tenders in whole or in part, to waive any informality or irregularity therein. Tenderers also acknowledge the right of the Employer to reject a Tender if the Tenderer fails to submit the data required by the Documents or if the Tender is in any way incomplete or irregular. Tenderer further acknowledges that the Employer will evaluate bids in accordance with the Tender Evaluation Matrix and **is not bound to accept the lowest Tender or any Tender at all**. |
| Award of the Contract will be made at the absolute discretion of the Employer and shall not be questioned or challenged by any unsuccessful Tenderer. The Employer shall be entitled to award all or part of the Contract work. |
| The Tenderer shall bear all costs and expenses in the preparation of the Tenders and the Employer will not  entertain any claims for expended costs whatsoever. |
| T06 **Representation by Tenderer**  By submitting a Tender, Tenderers represent to  the Employer as follows:   1. That they have read and understood all Documents, and that all Documents are acceptable to them; and 2. That their Tender is based upon the terms and conditions set forth in the Tender Documents |
| T07 **Site Inspection**  Tenderers are informed that they must visit the Site of construction whilst preparing the Tender and **submit a photo report of visiting the site for confirmation. The site visit is carried out at the own expense of the tenderers.**  Prior to the visits should be requested in writing by email  [**akahtjk.procurement@akdn.org**](mailto:akahtjk.procurement@akdn.org) |

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| T10 **Form of Contract**  The Tenderer whose Tender is accepted will be required to enter into an agreement with the Employer under the Conditions of Contract referred in the Tender Documents  Form of Contract will be negotiated between the Employer and Contractor. |
| T11 **Insurances**  The Tenderer’s attention is drawn to the stipulation that  the Contractor is responsible for:  Employer’s Liability Insurance (Worker’s Compensation Insurance), for his own Employees and those of his Sub-contractors. The Contractor is also responsible for insurance for public liability insurance (third parties), and for his own plant, machinery and equipment for the works. |
| T12 **List of Subcontractors and CONSULTANT**  The Tenderers shall state the names of all the sub-contractors and consultants that they intend to employ complete with respective prices cross-referenced against the scope of works which will be performed by them. |
| T13 **Tenderers ManageMENT STAFF**  The Tenderers shall submit with their Tenders the organization chart, CVs and Diploma of their Management Staff and key personnel that they intend to deploy for the Contract. |
| T14 **Legal Documents**  The following documents are required to be submitted with the Tender:  Company charter, construction licences, confirmation of registration with tax authorities of Tajikistan. |
| T15 **Tender Requirements**  The following documents are required to be submitted with the Tender:   1. **Submission of tender guarantee for the amount of 15,000 US Dollars (Fifteen Thousand US Dollars).** 2. **Completed Form of Tender** 3. **Completed Appendix to Tender AND Technical ProposalS** 4. **Priced Schedules/bills of quantities** |
| T16 **Tender Validity Period**  Tenders shall remain valid for acceptance for 60 days from the date of submission of Tenders and no Tenderer will be permitted to withdraw his Tender within that period.  Should the Tender validity period elapse without Tenderers being notified of the results of the Tender, the Tenderer may, within the period of five (5) days from the date of expiry of the said period, give written notice to the Employer that their Tender is withdrawn.  The Employer will inform Tenderers about results of the Tender in writing within 40 days following Tender submission. Absence of such information during the said  period does not mean that the Tender has been accepted by the Employer. |
| T17 **Addenda**  The right is reserved, as the interests of the Employer may require, to revise or amend the Tender Documents prior to the date set for opening of Tenders. Such revisions and amendments, if any, will be announced by an addendum to the Tender Documents, to be furnished to all Tenderers. The said addendum shall be read and considered as part of the Tender Documents.  If the revision and amendments are of a nature which requires material changes in quantities and prices, or both, the Employer may amend the date set for submission of Tenders. In such case the addenda will include announcement of the new date for submission of Tenders. |
| It is the responsibility of each of the Tenderers to ensure that its Tender is responsive to the Tender Documents as modified by any addenda which have been issued prior to the opening of Tenders.  The Tenderers are aware of the fact that the preparation of any Tender Proposal shall be done at their own cost.  The official language for any negotiations and meetings is Tajik and Russian may be used as the working language; however, English is the governing language. |
| T22 **Novation**  Novation is not allowed in this Tender |
| T23 **confidentiality** Information relating to the Contract and the evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to tenderers or any other person not officially concerned with such process until the award to the successful tenderer is announced. |
| Any effort by a tenderer to influence the Employer’s processing of tenders may result in the rejection of his bid. |
| To assist the evaluation and comparison of tenders, the  Employer may, at his discretion, ask any tenderer for clarification of his tender, including the prices in the Schedules and the response shall be in writing. |
| T24 **maintenance agreement** Not Applicable |
| T25 **deviations from tender** Not Applicable |

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