

PROCUREMENT OF WORKS (ONE-ENVELOPE TENDERING PROCESS WITHOUT PREQUALIFICATION)

STANDARD PROCUREMENT
DOCUMENT
June 2021



ASIAN INFRASTRUCTURE
INVESTMENT BANK

aiib.org

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Abbreviations

AIIB	Asian Infrastructure Investment Bank
C-ESMP	Contractor's Environmental and Social Management Plan
CV	Curriculum Vitae
DAAB	Dispute Avoidance and Adjudication Board
ESHS	Environmental, Health, Social and Safety
GCC	General Conditions of Contract
ITT	Instructions to Tenderers
JV	Joint Venture
MSIP	Management Strategies and Implementation Plans
PCC	Particular Conditions of Contract
PIR	Procurement Instructions for Recipients
SCC	Special Conditions of Contract
SEA	Sexual Exploitation and Abuse
SPD	Standard Procurement Document
SPN	Specific Procurement Notice
TDS	Tender Data Sheet
TS	Technical Specifications
URDG	Uniform Rules for Demand Guarantees

Foreword

This Standard Procurement Document (SPD) for Procurement of Works has been prepared by the Asian Infrastructure Investment Bank (AIIB or the Bank) for the procurement of works through International Open Competitive Tendering procedures (one-envelope tendering process without prequalification) in compliance with the Bank's Procurement Instructions for Recipients (PIR), for projects that are financed in whole or in part by the Bank.

To obtain further information on procurement under AIIB-financed projects or for any questions regarding the use of this SPD, please contact: opsprocurementpolicy@aiib.org

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Standard Procurement Document

Summary

Specific Procurement Notice (SPN)

The template attached is the Specific Procurement Notice (SPN) for Procurement of Works for a tendering process without prequalification. This is the template to be used by the Employer. The SPN is not a part of the Tender Document.

PART 1 – TENDERING PROCEDURES

Section I - Instructions to Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their Tenders. It is based on a one-envelope tendering process when prequalification has not taken place. Information is also provided on the submission, opening and evaluation of Tenders and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers.

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Tender.

Section IV - Tender Forms

This Section includes the forms for the Tender submission; Bill of Quantities; Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources and equipment; Tender Security and others to be completed and submitted by the Tenderer as part of its Tender.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Prohibited Practices

This section includes the Prohibited Practice provisions which apply to this tendering process.

PART 2 – WORKS' REQUIREMENTS

Section VII - Works' Requirements

This Section contains the Scope of Works, the Specification, the Drawings and the supplementary information that constitute the Works' Requirements for the Works to be procured. The Works' Requirements also include the

environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts.

Section IX - Particular Conditions of Contract (PCC)

This Section includes particular conditions of the contract, consisting of: Part A (Contract Data), Part B (Specific Provisions), Part C (Prohibited Practices) and Part D (Environmental, Social, Health and Safety Reporting Metrics for Progress Reports). The contents of this Section supplement the General Conditions of Contract and shall be completed by the Employer.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Template

Specific Procurement Notice (SPN)

Procurement of Works
(Without Prequalification)

Country: *[insert country where Tender is issued]*

Employer: *[insert the name of the Employer's agency]*

Project: *[insert name of project]*

Loan No.: *[insert reference number for loan]*

Contract Title: *[insert the name of the contract]*

SPN Reference/Tender No.: *[insert Tender reference number from Procurement Plan]*

Tender Document Issued On: *[insert date when Tender Document is issued to the market]*

1. The *[insert name of Recipient]* *[has received/has applied for/intends to apply for]* financing from the Asian Infrastructure Investment Bank (AIIB or the Bank) toward the cost of the *[insert name of project]*, and intends to apply part of the proceeds toward payments under the contract¹ for *[insert title of contract]*.²
2. The *[insert name of implementing agency]* now invites sealed Tenders from eligible Tenderers for *[insert brief description of Works required, location, construction period, provision for development of domestic industry if applicable, qualification requirements, etc.]*³.
3. Tendering will be conducted through International Open Competitive Tendering procedures as specified in the Bank's Procurement Instructions for Recipients" (PIR), and is open to all eligible Tenderers as defined in the PIR.
4. Interested eligible Tenderers may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the Tender

¹ Substitute "contracts" where Tenders are called concurrently for multiple contracts. Add a new paragraph 3 and renumber paragraphs 3-8 as follows: "Tenderers may tender for one or several contracts, as further defined in the tender document. Tenderers wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Tender."

² Insert if applicable: "This contract will be jointly financed by *[insert name of cofinancing agency]*. Tendering process will be governed by the Bank's Procurement Instructions."

³ A brief description of the type(s) of works should be provided, including, location, quantities, construction period, application of provision for development of domestic industry (such as margin of preference) and other information necessary to enable potential Tenderers to decide whether or not to respond to the tender invitation. Tender Document may require Tenderers to have specific experience or capabilities; such qualification requirements should also be included in this paragraph.

Document during office hours *[insert office hours if applicable, i.e., 9 a.m. to 5 p.m.]* at the address given below *[state address at the end of this SPN]*⁴.

5. The Tender Document in *[insert name of language]* may be purchased by interested eligible Tenderers upon the submission of a written request to the address below or through an electronic portal and upon payment of a nonrefundable fee⁵ of *[insert amount in Recipient's currency or in a freely convertible currency]*. The method of payment will be *[insert method of payment]*.⁶ The document will be sent by *[insert delivery procedure]*.⁷
6. Tenders must be delivered to the address below *[state address at the end of this SPN]*⁸ on or before *[insert time and date]*. Electronic tendering will *[will not]* be permitted. Late Tenders will be rejected. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses to attend at the address below *[state address at the end of this SPN]* on *[insert time and date]*.
7. All Tenders must be accompanied by a *[insert "Tender Security" or "Tender-Securing Declaration," as appropriate]* of *[insert amount and currency in case of a Tender Security.]*
8. The address (es) referred to above is (are): *[insert detailed address (es)]*

[Insert name of office]

[Insert name of officer and title]

[Insert postal address and/or street address, postal code, city and country]

[Insert telephone number, country and city codes]

[Insert facsimile number, country and city codes]

[Insert e-mail address]

[Insert web site address]

⁴ The office for inquiry and issuance of the Tender Document and that for Tender submission may or may not be the same.

⁵ The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between USD50 and USD300 or equivalent is deemed appropriate.

⁶ For example, cashier's check, direct deposit to specified account number, etc.

⁷ The delivery procedure is usually air mail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the Bank, documents may be distributed by e-mail, downloading from authorized web site(s) or electronic procurement system.

⁸ Substitute the address for Tender submission if it is different from address for inquiry and issuance of the Tender Document.

**Tender Document for Works
(One-Envelope Tendering Process Without Prequalification)**

Procurement of:

[insert identification of the Works] _____

Tender No: *[insert Tender reference number from Procurement Plan]*

Contract title: *[insert the name of the contract]*

Project: *[insert name of project]*

Loan No.: *[insert reference number for loan]*

Employer: *[insert the name of the Employer's agency]*

Country: *[insert country where tender is issued]*

Issued on: *[insert date when Tender Document is issued to the market]*

Tender Document

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PART 1 – Tendering Procedures

Section I – Instructions to Tenderers

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Section I – Instructions to Tenderers

A. General

1. Scope of Tender

1.1 In connection with the Specific Procurement Notice (SPN) indicated in the **Tender Data Sheet (TDS)**, the Employer, as specified in the **TDS**, issues this Tender Document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this tender are specified in the **TDS**.

1.2 Throughout this Tender Document:

- (a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the **TDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt.
- (b) If the context so requires, "singular" means "plural" and vice versa.
- (c) "Day" means calendar day, unless otherwise specified as a "Business Day." A Business Day is any day that is a working day of the Recipient. It excludes the Recipient's official public holidays.
- (d) "ESHS" means environmental, social, health and safety.
- (e) The word "tender" is synonymous with "bid" and "tenderer" with "bidder", and the words "tender documents" with "bidding documents".

2. Source of Funds

2.1 The Recipient specified in the **TDS** has received or has applied for financing (hereinafter called "funds") from the Asian Infrastructure Investment Bank (hereinafter called ("AIIB" or "the Bank") in an amount specified in the **TDS**, toward the project named in the **TDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued.

2.2 Payment by the Bank will be made only at the request of the Recipient and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant or materials, if such payment or import is prohibited by a decision of the United

Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Prohibited Practices

3.1 The Bank requires compliance with the Bank's Policy on Prohibited Practices as set forth in Section VI.

3.2 In further pursuance of this policy, Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, tender submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6 or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the **TDS**, there is no limit on the number of members in a JV.

4.2 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- (a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- (b) receives or has received any direct or indirect subsidy from another Tenderer; or
- (c) has the same legal representative as another Tenderer; or
- (d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Employer regarding this Tendering process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Tender; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Recipient as Engineer for the Contract implementation; or
 - (g) would be providing goods, works or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Recipient (or of the project implementing agency, or of any other beneficiary of the Bank's financing, or of any other party representing or acting on behalf of the Recipient) who: (i) are directly or indirectly involved in the preparation of the Tender Document or specification of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Tendering process and execution of the Contract; or
 - (i) is an affiliate of the Recipient, or of a procurement agent engaged by the Recipient, unless the Recipient demonstrates to the satisfaction of the Bank that there is no significant degree of common ownership, influence or control between the Recipient on the one hand, and the Recipient's agent and the affiliate on the other.
- 4.3 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit: (a) the inclusion of the same Subcontractor in more than one Tender for the same contract; or (b) the ability of one Tenderer to be a Subcontractor in another Tender for the same contract.
- 4.4 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the

laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.5 A Tenderer that has been declared, and remains, as at the relevant date, ineligible pursuant to the Bank's Policy on Prohibited Practices as described in Section VI, shall be ineligible to be prequalified for, tender for, propose for or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **TDS**.
- 4.6 Tenderers that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are carrying out or are established for a business purpose, and are operating on a commercial basis; (ii) are financially and managerially autonomous; (iii) are not controlled by the government on day-to-day management and (iv) are not under the supervision of the Employer or its procuring agency.
- 4.7 A Tenderer shall not be under suspension from Tendering by the Employer as the result of the operation of a Tender–Securing or Proposal–Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with the firm or individual's 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 or services 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 Recipient's country prohibits any import of goods or contracting of works or services from the firm or individual's country, or any payments to any country, person or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITT 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Recipients involved in the procurement agree.

4.9 A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Recipient's request, is satisfied that the debarment (a) relates to fraud or corruption or other prohibited practices, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**5. Eligible
Materials,
Equipment and
Services**

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Tender Document

**6. Sections of
Tender
Document**

6.1 The Tender Document consists of Parts 1, 2 and 3, includes all the sections specified below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I – Instructions to Tenderers (ITT)
- Section II – Tender Data Sheet (TDS)
- Section III – Evaluation and Qualification Criteria
- Section IV – Tender Forms
- Section V – Eligible Countries
- Section VI – Prohibited Practices

PART 2 Works' Requirements

- Section VII – Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII – General Conditions of Contract (GCC)
- Section IX – Particular Conditions of Contract (PCC)
- Section X – Contract Forms

- 6.2 The Specific Procurement Notice issued by the Employer is not part of the Tender Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Tender Document, the responses to requests for clarification, the minutes of the pre-Tender meeting (if any) or Addenda to the Tender Document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Document, and to furnish with its Tender all information and documentation as is required by the Tender Document.

**7. Clarification of
Tender
Document, Site
Visit, Pre-
Tender
Meeting**

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Employer in writing at the Employer's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting, if provided for in accordance with ITT 7.4. The Employer 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 Tenders. The Employer shall forward copies of its response to all Tenderers who have acquired the Tender Document in accordance with ITT 6.3, including a description of the project but without identifying its source. If so specified in the **TDS**, the Employer shall also promptly publish its response at the webpage identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Document, the Employer shall amend the Tender Document following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 7.3 The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 7.4 If so specified in the **TDS**, the Tenderer's designated representative is invited to attend a pre-Tender meeting and/or a Site of Works visit.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 7.5 The Tenderer is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Document in accordance with ITT 6.3. If so specified in the **TDS**, the Employer shall also promptly publish the Minutes of the pre-Tender meeting at the web page identified in the **TDS**. Any modification to the Tender Document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tender Document

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Employer in accordance with ITT 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITT 7.1.
- 8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the language specified in the **TDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the

TDS, in which case, for purposes of interpretation of the Tender, such translation shall govern.

**11. Documents
Comprising
the Tender**

- 11.1 The Tender shall comprise the following:
- (a) **Letter of Tender:** prepared in accordance with ITT 12.
 - (b) **Schedules:** including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14.
 - (c) **Tender Security** or **Tender-Securing Declaration:** in accordance with ITT 19.1.
 - (d) **Alternative Tender:** if permissible, in accordance with ITT 13.
 - (e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3.
 - (f) **Qualifications:** documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted.
 - (g) **Conformity:** a technical proposal in accordance with ITT 16.
 - (h) Any other document required in the **TDS**.
- 11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 11.3 The Tenderer shall furnish in the Letter of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

**12. Letter of
Tender and
Schedules**

- 12.1 The Letter of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

**13. Alternative
Tenders**

- 13.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

- 13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Document must first price the Employer's design as described in the Tender Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Most Advantageous Tender conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.
- 14. Tender Prices and Discounts**
- 14.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Letter of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer.
- 14.3 The price to be quoted in the Letter of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Letter of Tender, in accordance with ITT 12.1.
- 14.5 Unless otherwise specified in the **TDS** and the Conditions of Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Tenderer to justify its proposed indices and weightings.
- 14.6 If so specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided

the Tenders for all lots (contracts) are opened at the same time. If, however, rated criteria are used in accordance with ITT 35.2, discounts on condition of award of more than one Contract shall not be used for Tender evaluation purpose.

14.7 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

15.Currencies of Tender and Payment

15.1 The currency (ies) of the Tender and the currency (ies) of payments shall be the same and shall be as specified in the **TDS**.

15.2 Tenderers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Table of Adjustment Data in the Appendix to Tender in Section IV, Tender Forms, are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

16.Documents Comprising the Technical Proposal

16.1 The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the works' requirements and the completion time.

17.Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Letter of Tender, included in Section IV, Tender Forms.

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

17.3 If provisions for development of domestic industry (such as a margin of preference) apply as specified in accordance with ITT 33.1, domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

**18. Period of
Validity of
Tenders**

- 18.1. Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Employer in accordance with ITT 22). A Tender valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Tender price adjusted by the factor specified in the **TDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made; or
 - (c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

**19. Tender
Security**

- 19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**.
- 19.2 A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 19.3 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- (a) an unconditional guarantee issued by a bank,
 - (b) an irrevocable letter of credit,
 - (c) a cashier's or certified check or
 - (d) another security specified in the **TDS**,
- from a reputable source from an eligible country. In the case of a bank guarantee, the Tender Security shall be submitted either using

the Tender Security Form included in Section IV, Tender Forms, or in another substantially similar format approved by the Employer prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

- 19.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT 48.
- 19.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 19.7 The Tender Security may be forfeited, or the Tender-Securing Declaration executed:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender, or any extension thereto provided by the Tenderer; or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT 47; or
 - (ii) furnish a Performance Security in accordance with ITT 48.
- 19.8 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

20.Format and Signing of Tender

- 20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
- 20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any amendments such as inter-lineation, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21. Sealing and Marking of Tenders

- 21.1 Tenderers may submit their Tenders by mail or by hand. If so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:
- (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and copies of the Tender, including Alternative Tenders if permitted in accordance with ITT 13, in separate sealed envelopes. The envelopes shall be duly marked as “ORIGINAL,” “COPY,” “ALTERNATIVE-ORIGINAL” and “ALTERNATIVE-COPY.” These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITT 21.2 and 21.3.
 - (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Employer in accordance with ITT 22.1;

- (c) bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- (d) bear a warning not to open before the time and date for Tender opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the Employer at the address and no later than the date and time specified in the **TDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer.

24. Withdrawal, Substitution and Modification of Tenders

24.1 A Tenderer may withdraw, substitute or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION” and
- (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 No Tender may be withdrawn, substituted or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

**25. Tender
Opening**

- 25.1 Except in the cases specified in ITT 23 and ITT 24.2, the Employer shall publicly open and read out in accordance with this ITT all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 21.1, shall be as specified in the **TDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required and any other details as the Employer may consider appropriate.
- 25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Letter of Tender and the Bill of Quantities are to be initialed by representatives of the Employer attending Tender opening in the manner specified in the **TDS**.
- 25.7 The Employer shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 25.8 The Employer shall prepare a record of the Tender opening that shall include, as a minimum:

- (a) the name of the Tenderer and whether there is a withdrawal, substitution or modification;
- (b) the Tender Price, per lot (contract) if applicable, including any discounts;
- (c) any alternative Tenders; and
- (d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

25.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers who submitted Tenders in time, and posted online when electronic Tendering is permitted.

E. Evaluation and Comparison of Tenders

- 26. Confidentiality** 26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 26.2 Any attempt by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract award, if a Tenderer wishes to contact the Employer on any matter related to the Tendering process, it shall do so in writing.
- 27. Clarification of Tenders** 27.1 To assist in the examination, evaluation and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 31.
- 27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.

- 28. Deviations, Reservations and Omissions** 28.1 During the evaluation of Tenders, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Tender Document.
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document.
 - (c) “Omission” is the failure to submit part, or all of the information or documentation required in the Tender Document.
- 29. Determination of Responsiveness** 29.1 The Employer’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.
- 29.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the Tenderer’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 29.3 The Employer shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Works’ Requirements have been met without any material deviation, reservation or omission.
- 29.4 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
- 30. Nonmaterial Nonconformities** 30.1 Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender.
- 30.2 Provided that a Tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Requesting information or

documentation on such nonconformities or omissions shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30.3 Provided that a Tender is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 31.1, shall result in the rejection of the Tender.

**32. Conversion
to Single
Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the **TDS**.

**33. Provision for
Development
of Domestic
Industry**

33.1 Unless otherwise specified in the **TDS**, provision for development of domestic industry (such as a margin of preference for domestic Tenderers¹) shall not apply.

¹ An individual firm is considered a domestic Tenderer for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Tenderers and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Employer. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

34.Subcontractors

- 34.1 Unless otherwise stated in the **TDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 34.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 34.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the **TDS** as can be met by subcontractors referred to hereafter as "Specialized Subcontractors," in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

35.Evaluation of Tenders**Technical Evaluation**

- 35.1 The Employer shall evaluate the Tenders using the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 35.2 If specified in the **TDS**, the Employer's evaluation will be carried out by applying rated criteria that take into account technical factors, in addition to cost factors. An Evaluated Tender Score will be calculated for each responsive Tender using the formula specified in Section III, Evaluation and Qualification Criteria. The scores to be given to technical factors and sub-factors are specified in the **TDS**. The weights to be given to the cost and the total technical score are specified in the **TDS**.

Financial Evaluation

- 35.3 To evaluate a Tender, the Employer shall consider the following:
- (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;

- (c) price adjustment due to discounts offered in accordance with ITT 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 30.3; and
- (f) the additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

35.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.

35.5 If this Tender Document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Tender, is specified in Section III, Evaluation and Qualification Criteria. If, however, rated criteria are used in accordance with ITT 35.2, discounts on condition of award of more than one contract shall not be used for Tender evaluation purpose.

36. Comparison of Tenders

36.1 The Employer shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.3 to determine the Tender that has the lowest evaluated cost.

36.2 If ITT 35.2 is applicable, the Employer shall evaluate the technical score and financial score of each tender and determine the Tender with the highest combined technical and financial score in accordance with TDS ITT 35.2.

37. Abnormally Low-Priced Tenders

37.1 An Abnormally Low-Priced Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regard to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low-Priced Tender, the Employer shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender Document.

37.3 After examining the clarifications given and the detailed price analyses presented by the Tenderer, the Employer may as appropriate:

- (a) accept the Tender, if the evidence provided satisfactorily accounts for the low tender price, in which case the Tender is not considered abnormally low; or
- (b) accept the Tender, but require that the amount of the Performance Security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss. The amount of the Performance Security shall generally be not more than 20 percent of the Contract Price; or
- (c) reject the Tender, if the evidence provided does not satisfactorily account for the low tender price, and make a similar determination for the next ranked Tender, if required.

38.Unbalanced or Front-Loaded Tenders

38.1 If the Tender that is evaluated as the Most Advantageous Tender is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender Document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Employer may as appropriate:

- (a) accept the Tender; or
- (b) accept the Tender, but require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 20 percent of the Contract Price; or
- (c) reject the Tender, and make a similar determination for the next ranked Tender.

39.Qualification of the Tenderer

39.1 The Employer shall determine to its satisfaction whether the eligible Tenderer that has submitted substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than

Specialized Subcontractors if permitted in ITT 34.3) or any other firm(s) different from the Tenderer.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. If a Tenderer does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Tender shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

40. Most Advantageous Tender

40.1 The Employer shall determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be substantially responsive to the Tender Documents and:

- (a) when rated criteria are used, is the Tender with the highest combined technical and financial score; or
- (b) when rated criteria are not used, is the tender with the lowest evaluated cost.

41. Employer's Right to Accept Any Tender, and to Reject Any or All Tenders

41.1 The Employer reserves the right to accept or reject any Tender and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITT 46. The Standstill Period commences the day after the date the Employer has transmitted to each Tenderer the Notification of Intention to Award the Contract. Where only one Tender is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

43. Notification of Intention to Award

43.1 The Employer shall send to each Tenderer the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Tenderer submitting the successful Tender;
- (b) the Contract price of the successful Tender;
- (c) the names of all Tenderers who submitted Tenders, and their Tender prices as readout, and as evaluated, and

when rated criteria are used, the evaluated technical and financial scores, and the combined total scores;

- (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price or score information in (c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

F. Award of Contract

- 44.Award Criteria** 44.1 Subject to ITT 41, the Employer shall award the Contract to the successful Tenderer. This is the Tenderer whose Tender has been determined to be the Most Advantageous Tender.
- 45.Notification of Award** 45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
 - (b) name and reference number of the contract being awarded, and the procurement method used;
 - (c) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening, and as evaluated, and when rated criteria are used, the evaluated tender scores;
 - (d) names of all Tenderers whose Tenders were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

- (e) the name of the successful Tenderer, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Tenderer's Beneficial Ownership Disclosure Form, if specified in TDS ITT 47.1.

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in United Nations Development Business online and AIB website.

45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

46. Debriefing by the Employer

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITT 43.1, an unsuccessful Tenderer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Tenderers whose request is received within this deadline.

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the Standstill Period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Tenderers of the extended Standstill Period.

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Contract Award Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the Standstill Period.

46.4 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

47. Signing of Contract

47.1 The Employer shall send to the successful Tenderer the Letter of Acceptance including the Contract Agreement, and, if specified in the **TDS**, a request to submit the Beneficial Ownership Disclosure

Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

47.2 The successful Tenderer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

**48. Performance
Security**

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Tenderer shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITT37.3 (b) and ITT 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer.

48.2 Failure of the successful Tenderer to submit the abovementioned Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Employer may award the Contract to the Tenderer offering the next Most Advantageous Tender.

**49. Procurement-
Related
Complaint**

49.1 The procedures for making a Procurement-Related Complaint are as specified in the **TDS**.

Section II – Tender Data Sheet (TDS)

The following specific data for the Works to be procured shall complement, supplement or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process.]

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in bold italics mentioned for the relevant ITT, and such instructions should be deleted from the final tender document as appropriate.]

A. General	
ITT 1.1	<p>The reference number of the SPN/Tender is: <i>[insert reference number of the SPN/Tender]: _____</i></p> <p>The Employer is: <i>[insert name of the Employer]</i>.</p> <p>The name of the Tender is: <i>[insert name of the Tender]__</i></p> <p>The number and identification of lots (contracts) comprising this Tender is: <i>[insert number and identification of lots (contracts)]__</i></p>
ITT 1.2(a)	<p><i>[delete if not applicable]</i></p> <p>Electronic Procurement System</p> <p>The Employer shall use the following electronic procurement system to manage this Tendering process:</p> <p><i>[insert name of the e-procurement system and URL address or link]</i></p> <p>The electronic procurement system shall be used to manage the following aspects of the Tendering process:</p> <p><i>[list the aspects here and modify the relevant parts of the TDS accordingly, e.g., issuing Tender Document, submissions of Tenders, opening of Tenders]</i></p>
ITT 2.1	<p>The Recipient is: <i>[insert name of the Recipient and statement of relationship with the Employer, if different from the Recipient. This insertion should correspond to the information provided in the SPN]_</i></p> <p>The Bank Loan amount: <i>[insert USD equivalent] _____</i></p> <p>The name of the Project is: <i>[insert name of the project]_____</i></p>
ITT 4.1	<p>Maximum number of members in the Joint Venture shall be: <i>[insert a number] _____</i></p>

ITT 4.5	A list of debarred firms and individuals is available on the Bank's external website: https://www.aiib.org/debarment/
B. Contents of Tender Document	
ITT 7.1	<p>For Clarification of Tender purposes only, the Employer's address is: <i>[insert the corresponding information as required below. This address may be the same as or different from that specified under ITT 22.1 for Tender submission]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i> Address: <i>[insert street address and number]</i> Floor/ Room number: <i>[insert floor and room number, if applicable]</i> City:] <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> Telephone: <i>[insert telephone number, including country and city codes]</i> Facsimile number: <i>[insert fax number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i> Web page: <i>[in case used, identify the website with free access where Tendering process information is published]</i> _____</p>
ITT 7.4	<p>A Pre-Tender meeting <i>[insert "shall" or "shall not"]</i> take place at the following date, time and place:</p> <p>Date: _____ Time: _____ Place: _____</p> <p>A site visit conducted by the Employer <i>[insert "shall be" or "shall not be"]</i> organized.</p>
ITT 7.6	<p>Web page: <i>[in case used, identify the website for publishing Minutes of Pre-Tender Meeting]:</i> _____</p>
C. Preparation of Tenders	
ITT 10.1	<p>The language of the Tender is: English</p> <p><i>[Note: In addition to the above language, and if agreed with the Bank, the Employer has the option to issue translated versions of the Tender Document in the national language of the Employer. In such case, the following text shall be added:]</i></p> <p><i>"In addition, the Tender Document is translated into the [insert national or nation-wide used] language.</i></p>

	<p><i>Tenderers shall have the option to submit their Tender in any one of the languages stated above. Tenderers shall not submit Tenders in more than one language.]”</i></p> <p>All correspondence exchange shall be in _____ <i>[insert language]</i> language.</p> <p>Language for translation of supporting documents and printed literature is _____ <i>[Specify one language]</i>.</p>
ITT 11.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender. The list of additional documents should include the following:]</i></p> <p>Code of Conduct for Contractor’s Personnel</p> <p>The Tenderer shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-clause 1.1.17 of the GCC), to include management of and restrictions on personnel’s behavior with respect to host communities, and ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. <i>[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g., risks associated with labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime and maintaining a safe environment etc.]</i></p> <p>In addition, the Tenderer shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the ESHS risks</p> <p>The Tenderer shall submit its Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <p><i>[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:</i></p> <ul style="list-style-type: none"> • <i>[e.g., Traffic Management Plan to ensure safety of local communities from construction traffic];</i> • <i>[e.g., Water Resource Protection Plan to prevent contamination of drinking water];</i> • <i>[e.g., Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];</i>

	<ul style="list-style-type: none"> • [e.g., Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit]; and • [e.g., Gender-Based Violence (GBV) and Sexual Exploitation and Abuse/Assault (SEA) prevention and response action plan]. <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract (Part B) Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.</p> <p><i>[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Tenderer should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, biodiversity protection plan and a strategy for marking and respecting work site boundaries, etc.</i></p> <p><i>While the C-ESMP would address risks associated with the Resettlement Action Plan, the implementation of the plan is the responsibility of the Employer.]</i></p> <p>A Labor Management Plan should be prepared by the Tenderer to include general terms and conditions of employment, regulation of working hours, payment modalities, living conditions of the workers and a Grievance Redress Mechanism for resolution of labor-related conflicts.</p>
<p>ITT 13.1</p>	<p>Alternative Tenders <i>[insert “shall be” or “shall not be”]</i> _____ considered.</p> <p><i>[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria.]</i></p>
<p>ITT 13.2</p>	<p>Alternative times for completion <i>[insert “shall be” or “shall not be”]</i> _____permitted.</p>

	<i>[If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]</i>
ITT 13.4	<p>Alternative technical solutions shall be permitted for the following parts of the Works: _____ <i>[insert parts of the Works]</i>:</p> <p><i>[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
ITT 14.5	The prices quoted by the Tenderer shall be: _____ <i>[insert “subject to adjustment” or “fixed”]</i>
ITT 15.1	<p>The currency(ies) of the Tender and the payment currency(ies) shall be in accordance with Alternative __ as described below:</p> <p>Alternative A (Tenderers to quote entirely in local currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in _____, <i>[insert the name of the currency of the Employer’s Country]</i>, and further referred to as “the local currency”. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s Country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Tender – Table C, the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender – Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Tenderer.</p> <p>Alternative B (Tenderers allowed to quote in local and foreign currencies):</p> <p>(a) The unit rates and prices shall be quoted by the Tenderer in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Tenderer expects to supply from within the Employer’s Country, in _____, <i>[insert the name of the currency of the Employer’s Country]</i>, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Tenderer expects to supply from outside the Employer’s Country (referred to as “the foreign currency requirements”), in up to any three foreign currencies.</p>

ITT 18.1	The Tender validity period shall be _____ <i>[insert a number of days that is a multiple of seven counting as of the deadline for Tender submission]</i> days.
ITT 18.3 (a)	The Tender price shall be adjusted by the following factor(s): _____ <i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i>
ITT 19.1	<p><i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Tender Security _____ <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be _____ (or the equivalent amount in a freely convertible currency).</p> <p><i>[If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert “Not Applicable”.] [In case of lots, please insert amount and currency of the Tender Security for each lot.]</i></p> <p><i>Note: Tender Security is required for each lot as per amounts indicated against each lot. Tenderers have the option of submitting one Tender Security for all lots (for the combined total amount of all lots) for which Tenders have been submitted, however if the amount of Tender Security is less than the total required amount, the Employer will determine for which lot or lots the Tender Security amount shall be applied.]</i></p> <p>A Tender-Securing Declaration _____ <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>If the Tenderer performs any of the actions prescribed in ITT 19.7 (a) or (b), the Recipient will declare the Tenderer ineligible to be awarded contracts by the Employer for a period of ____ years.</p>
ITT 19.3 (d)	<p>Other types of acceptable securities:</p> <p>_____</p> <p><i>[Insert names of other acceptable securities. Insert “None” if no Tender Security is required under provision ITT 19.1 or if Tender Security is</i></p>

	<i>required but no other forms of Tender securities besides those listed in ITT 19.3 (a) through (c) are acceptable.]</i>
ITT 20.1	In addition to the original of the Tender, the number of copies is: __ <i>[insert number of copies]</i>
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _____ <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender, such as Power of Attorney, indicating that the person(s) signing the Tender has/have the authority to sign the Tender and the Tender is thus binding upon the Tenderer.]</i>
D. Submission and Opening of Tenders	
ITT 21.1	Tenderers _____ <i>[insert “shall” or “shall not”]</i> have the option of submitting their Tenders electronically. <i>[The following provision should be included and the required corresponding information be inserted <u>only</u> if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i> The electronic Tendering submission procedures shall be: <i>[insert a description of the electronic Tendering submission procedures.]</i>
ITT 22.1	For <u>Tender submission purposes</u> only, the Employer’s address is: <i>[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]</i> Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/ Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP/Postal Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> <i>[The time allowed for the preparation and submission of Tenders shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank]</i> The deadline for Tender submission is: Date: <i>[insert day, month and year, e.g., June 15, 2019]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i>

	<i>[The date and time should be the same as those provided in the Specific Procurement Notice, unless subsequently amended pursuant to ITT 22.2]</i>
ITT 25.1	The Tender opening shall take place at: Street Address: <i>[insert street address and number]</i> Floor/ Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> Country: <i>[insert name of country]</i> Date: <i>[insert day, month and year, e.g., June 15, 2019]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Tenders in accordance with ITT 22]</i>
ITT 25.1	<i>[The following provision should be included and the required corresponding information be inserted only if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i> The electronic Tender opening procedures shall be: <i>[insert a description of the electronic Tender opening procedures.]</i>
ITT 25.6	All pages of the Letter of Tender and priced Bill of Quantities shall be initialed by <i>[insert number]</i> _____ representatives of the Employer conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 30.3	An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender and price adjustment shall be applied. The adjustment shall be based on the _____ <i>[insert "average" or "highest"]</i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Employer shall use its best estimate.

<p>ITT 32.1</p>	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: _____ <i>[insert name of currency]</i></p> <p>The source of exchange rate shall be: <i>[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]</i></p> <p>The date for the exchange rate shall be: _____ <i>[insert day, month and year, e.g., June 15, 2019 not earlier than twenty-eight (28) days prior to the deadline for submission of the Tenders, nor later than the original date for the expiry of Tender validity period].</i></p> <p>The currency(ies) of the Tender shall be converted into a single currency in accordance with the procedure under Alternative _____ that follows:</p> <p><i>Alternative A: Tenderers quote entirely in local currency</i></p> <p>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with TDS ITT 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p><i>OR</i></p> <p><i>Alternative B: Tenderers quote in local and foreign currencies</i></p> <p>The Employer will convert the amounts in various currencies in which the Tender Price, corrected pursuant to ITT 31, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
<p>ITT 33.1</p>	<p><i>[The following provision should be included and the required corresponding information be inserted <u>only</u> if the Procurement Plan specifies the application of provisions for development of domestic industry (such as a margin of preference) to the subject contract. Otherwise omit.]</i></p> <p>Provisions for development of domestic industry (such as a margin of domestic preference <i>[insert either “shall” or “shall not”]</i> _____ apply.</p> <p><i>[If the above provisions apply, the criteria and application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]</i></p>

<p>ITT 34.1</p>	<p>At this time the Employer _____ <i>[insert “intends” or “does not intend”]</i> to execute certain specific parts of the Works by subcontractors selected in advance.</p>										
<p>ITT 34.2</p>	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: _____ <i>percent of the total contract amount or _____ percent of the volume of works</i>_____.</p> <p>Tenderers planning to subcontract more than 10 percent of total volume of works shall specify, in the Letter of Tender, the activity(ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>										
<p>ITT 34.3</p>	<p><i>[Indicate N/A if not applicable]</i></p> <p>The parts of the Works for which the Employer permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p>										
<p>ITT 35.2</p>	<p>ITT 35.2 <i>[insert applies or does not apply]</i> <i>[select “applies” if rated criteria/point system tender evaluation approach applies. Rated criteria should apply to high risk, large and complex contracts and be reflected in the Project Delivery Strategy. The Bank’s prior consent is required for the application of rated criteria].</i></p> <p>The technical factors (sub-factors) and the corresponding weight out of 100 percent are:</p> <table border="1" data-bbox="467 1465 1442 1869"> <thead> <tr> <th data-bbox="467 1465 1149 1591">Technical Factor</th> <th data-bbox="1149 1465 1442 1591">Weight in Percentage (insert weight in %)</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 1591 1149 1686">1. Extent the technical proposal exceeds the requirements of the Specification</td> <td data-bbox="1149 1591 1442 1686"></td> </tr> <tr> <td data-bbox="467 1686 1149 1770">2. Method Statement for construction activities (and design, if any)</td> <td data-bbox="1149 1686 1442 1770"></td> </tr> <tr> <td data-bbox="467 1770 1149 1822">3. Site Organization</td> <td data-bbox="1149 1770 1442 1822"></td> </tr> <tr> <td data-bbox="467 1822 1149 1869">4. Work Program</td> <td data-bbox="1149 1822 1442 1869"></td> </tr> </tbody> </table>	Technical Factor	Weight in Percentage (insert weight in %)	1. Extent the technical proposal exceeds the requirements of the Specification		2. Method Statement for construction activities (and design, if any)		3. Site Organization		4. Work Program	
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Total	100										
ITT 35.2	<p>The weights to be given to the cost and the total technical score are: _____ <i>[indicate weights such that the weight for the cost plus the weight for the total technical score is 1(one). Delete this entry if ITT 35.2 does not apply]</i></p>										
ITT 35.3 (f)	<p><i>[Delete this entry if not applicable]</i> Additional evaluation factors are listed below and detailed in Section III, Evaluation and Qualification Criteria.</p>										
F. Award of Contract											
ITT 47.1	<p><i>[Beneficial ownership disclosure is normally required for very large contracts. The Project Delivery Strategy should make a determination in this regard and the Procurement Plan should specify the contracts for which the beneficial ownership disclosure is required.</i></p> <p><i>The following provision should be included, and “shall” selected <u>only</u> if the Procurement Plan specifies the requirement of beneficial ownership disclosure to the subject contract. Otherwise select “shall not”.]</i></p>										

	<p>The successful Tenderer [shall] or [shall not] submit the Beneficial Ownership Disclosure Form.</p>
<p>ITT 49.1</p>	<p>The procedures for making a Procurement-Related Complaint are detailed in the Bank’s “Procurement Instructions for Recipients (Annex IV).” If a Tenderer wishes to make a Procurement-Related Complaint, the Tenderer shall submit its complaint following these procedures, in Writing (by the quickest means available, such as by e-mail or fax), to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Employer: <i>[insert name of Employer]</i></p> <p>E-mail address: <i>[insert e-mail address]</i></p> <p>Fax number: <i>[insert fax number] delete if not used</i></p> <p>In summary, a Procurement-Related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tender Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used other than specified in this Tender Document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITT 32.1. Any error in determining the exchange rates in the Tender may be corrected by the Employer.

[The Employer shall select the criteria deemed appropriate for the Tendering process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

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 - 1.2 Financial Evaluation
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5. Equipment

1. Technical and Financial Evaluation

1.1 Technical Evaluation

(a) Assessment of adequacy of Technical Proposal with Requirements in accordance with **ITT 35.1.**

(b) **Sustainable Procurement**

.....
.....

*[If specific **sustainable procurement technical requirements** have been specified in Section VII – Works’ Requirements, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.*

Alternatively, if rated criteria are applied in accordance with ITT 35.2, sustainable procurement could be one of the technical factors.

(c) **Alternative Technical Solutions for Specified Parts of the Works**

If permitted under ITT 13.4, the alternative technical solutions shall be evaluated as follows:

.....
.....

(d) **Technical Proposal Scoring Methodology**

If ITT 35.2 applies, the technical factors, and sub-factors if any, to be evaluated and the scores to be given to each technical factor and sub-factors are specified in **TDS ITT 35.2.**

[Note to the Employer: The Employer shall develop a scoring methodology to be included here]

If as per ITT 35.2, the technical factors (and sub-factors, if any) are weighted in terms of relevance, the total technical score would be the weighted average in percentage.

The score for each sub-factor “i” within a factor “j” will be combined with the scores of sub-factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

- t_{ji} = the technical score for sub-factor “i” in factor “j”,
- w_{ji} = the weight of sub-factor “i” in factor “j”,
- k = the number of scored sub-factors in factor “j” and

$$\sum_{i=1}^k w_{ji} = 1$$

The Factor Technical Scores shall be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

- S_j = the Factor Technical Score of factor “j”,
- W_j = the weight of factor “j” as specified in the TDS,
- n = the number of Factors; and

$$\sum_{j=1}^n W_j = 1$$

1.2 Financial Evaluation

(a) Provision for Development of Domestic Industry (ITT 33)

If the Tender Data Sheet so specifies, the Employer shall grant the application of provision for development of domestic industry and specify the details below.

[Insert the specific provisions for development of domestic industry (such as a margin of domestic preference) including the criteria and application methodology in line with the Project Delivery Strategy and Procurement Plan.]

(b) Alternative Completion Times

If permitted under ITT 13.2, will be evaluated as follows:

.....
.....

(c) Other Criteria

If permitted under ITT 35.2 (f):

.....
.....

1.3 Combined Evaluation

The Employer shall evaluate and compare the Tenders that have been determined to be substantially responsive.

An Evaluated Tender Score (B) shall be calculated for each responsive Tender using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Tender:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

Where:

- C = the Evaluated Tender Cost
- C_{low} = the lowest of all Evaluated Tender Costs among responsive Tenders
- T = the total Technical Score given to the Tender
- T_{high} = the highest of all Technical Scores among responsive Tenders
- X = the weight for Cost as specified **in the TDS**

The Tender with the highest Evaluated Tender Score (B) (i.e., combined technical and financial score) among responsive Tenders shall be the Most Advantageous Tender provided that the Tenderer is qualified to perform the Contract.

2. Multiple Contracts

If permitted under ITT 35.5, will be evaluated as follows:

2.1 Award Criteria for Multiple Contracts [ITT 35.5]:

(a) When rated criteria are not applied:

Lots

Tenderers have the option to Tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the Employer for combined lots,

subject to the selected Tenderer(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

Tenderers have the option to Tender for any one or more packages and for any one or more lots within a package. Tenders will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Tenderer(s) meeting the required qualification criteria for combination of packages and/or lots as the case may be.

(b) When rated criteria are applied:

Tenders will be evaluated lot- or package-wise and the contract will be awarded to the Tenderer or Tenderers with the highest total score for the individual lots or packages.

However, if the Tenderer whose Tender is substantially responsive and has the highest evaluated score for individual lots or packages, is not qualified for the combination of the lots or packages, then the award will be made based on the highest total score for the combination of lots or packages for which the Tenderer is qualified.

2.2 Qualification Criteria for Multiple Contracts

The criteria for qualification are aggregate minimum requirement for respective lots as specified under the qualification criterion items 3.3.1, 3.3.2, 3.4.2(a) and 3.4.2(b) listed in the Qualification table below. However, with respect to the specific experience under item 3.4.2(a), the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:

Option 1:

(i) N contracts, each of minimum value V;

Or

Option 2:

(i) N contracts, each of minimum value V; or

(ii) Less than N contracts, each of minimum value V, but with total value of all contracts equal to or more than $N \times V$.

(b) For multiple Contracts**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Tenderer has submitted Tenders as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

---etc.

Or

Option 2:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Tenderer has submitted Tenders as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

---etc., **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than N1, each of minimum value V1, but with total value of all contracts equal to or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than N2, each of minimum value V2, but with total value of all contracts equal to or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than N3, each of minimum value V3, but with total value of all contracts equal to or more than $N3 \times V3$.

---etc.,

Or

Option 3:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Tenderer has Tender for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

---etc., **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than N1, each of minimum value V1, but with total value of all contracts equal to or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than N2, each of minimum value V2, but with total value of all contracts equal to or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than N3, each of minimum value V3, but with total value of all contracts equal to or more than $N3 \times V3$.

---etc., **or**

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is less than $(N1 + N2 + N3 + \dots)$ but the total value of all such contracts is equal to or more than $(N1 \times V1 + N2 \times V2 + N3 \times V3 + \dots)$.

3. Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
3.1 Eligibility							
3.1.1	Nationality	Nationality in accordance with ITT 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
3.1.2	Conflict of Interest	No conflicts of interest in accordance with ITT 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
3.1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITT 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
3.1.4	State-Owned Enterprise or Institution of the Recipient country	Meets conditions of ITT 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
3.1.5	United Nations (UN) resolution or Recipient's country law	Not having been excluded as a result of prohibition in the Recipient's country laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in	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 (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		accordance with ITT 4.8 and Section V.					
3.2 Historical Contract Non-Performance							
3.2.1	History of Nonperforming Contracts	Nonperformance of a contract ¹ did not occur as a result of contractor default since 1 st January [<i>insert year</i>].	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
3.2.2	Suspension Based on Execution of Tender-Securing Declaration by the Employer	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 4.7 and ITT 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
3.2.3	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 3.3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	N/A	Form CON-2

¹ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged, but fully settled against the contractor. Nonperformance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

² This requirement also applies to contracts executed by the Tenderer as Joint Venture (JV) member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
3.2.4	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer ³ since January 1, <i>[insert year]</i>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-2
3.2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the noncompliance of any environmental, or social, or health, or safety requirements or safeguard in the past five years. ⁴	Must make the declaration. Where there are Specialized Subcontractor /s, the Specialized Subcontractor /s must also make the declaration.	N/A	Must make the declaration. Where there are Specialized Subcontractor /s, the Specialized Subcontractor /s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
3.3 Financial Situation and Performance							
3.3.1	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance	Must meet requirement	Must meet requirement	N/A	N/A	Forms FIN-3.3.1 FIN-3.3.3, FIN-3.3.4, with attachments

³ The Tenderer shall provide accurate information on the related Tender Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Tenderer or any member of a joint venture may result in failure of the Tender.

⁴ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		payment) sufficient to meet the construction cash flow requirements estimated as USD <i>[insert amount]</i> for the subject contract(s) net of the Tenderer's other commitments.					
		(ii) The Tenderers shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Employer, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.3.2	Average Annual	Minimum average annual construction turnover of USD <i>[insert amount]</i> , calculated as	Must meet requirement	Must meet requirement	Must meet <i>[insert number]</i>	Must meet <i>[insert number]</i>	Form FIN-3.3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Construction Turnover	total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years			percent, <i>[insert percentage in words]</i> of the requirement	percent, <i>[insert percentage in words]</i> of the requirement	
3.4 Experience							
3.4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>[insert number of years]</i> years, starting 1 st January <i>[insert year]</i> .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-3.4.1
3.4.2 (a)	Specific Construction & Contract Management Experience	Participation, as a prime contractor, joint venture member or sub-contractor, in at least <i>___ [state the number]</i> contracts, each with a value of the Tenderer's participation at least US\$ <i>___ [insert amount]</i> , that have been successfully and substantially ⁵ completed within the last <i>___ [insert number]</i>	Must meet requirement	Must meet requirement ⁶	N/A	Must meet the following requirements for the key activities listed below <i>[list key activities and the correspondi</i>	Form EXP-3.4.2(a)

⁵ Substantial completion shall be based on 80 percent or more works completed under the contract.

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>years, and that are similar to the proposed works.</p> <p><i>[In case the Works are to be tendered as individual contracts under a slice and package (multiple contracts) procedure, the minimum number of contracts and value should be specified for each lot/package.]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Works' Requirements, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>				<p><i>ng minimum requirements to be met by one member otherwise state: "N/A"]</i></p>	
3.4.2 (b)		<p>For the above and other contracts executed during the period indicated in 3.4.2(a) above, a minimum construction experience is required in the following key activities⁷: <i>[list key activities indicating volume,</i></p>	<p>Must meet requirements <i>[Specify activities that may be met through a specialized</i></p>	<p>Must meet requirements <i>[Specify activities that may be met through a specialized</i></p>	N/A	<p>Must meet requirements <i>[list key activities (volume, number or rate of</i></p>	Form EXP-3.4.2(b)

⁷ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p><i>number or rate of production as applicable.</i></p> <p><i>Under 3.4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 3.4.2(b) define the required capability of the Tenderer to execute the Works. There shall not be any inconsistency or repetition of requirement between 3.4.2(a) and 3.4.2(b). For the rate of production, specify that the rate of production shall be on the basis of either the average during the entire specified period OR the rate of annual production in any 12-month period in the specified period.]⁸</i></p>	<p><i>Subcontractor, if permitted in accordance with ITT 34.3⁹]</i></p>	<p><i>Subcontractor, if permitted in accordance with ITT 34.3⁹]</i></p>		<p><i>production as applicable) and the corresponding minimum requirements that have to be met by one member, otherwise state: "N/A".]</i></p>	

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.3.1, 3.3.2, 3.4.2(a) and 3.4.2(b)]

⁸ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

⁹ If permitted under ITT 34.3, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

4. Contractor's Representative and Key Personnel

[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]

The Tenderer must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Tenderer shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms PER1 and PER-2 in Section IV, Tender Forms.

The Contractor shall require the Employer's consent to substitute or replace the Contractor's Representative (reference General Conditions of Contract Sub Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub Clause 1.1.2.7).

Contractor's Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative		
2	...		
Suitable experts in the following specializations			
3	[<i>Environmental</i>]	e.g., degree in relevant environmental subject	e.g., [<i>years</i>] working on road projects in similar work environments
4	[<i>Social</i>]		e.g. [<i>years</i>] of monitoring and managing risks related to SEA
5	[<i>Health and Safety</i>]		
6	[<i>Add others as appropriate</i>]		

5. Equipment

The Tenderer must demonstrate that it has the key equipment listed in the table below:

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

The Tenderer shall provide further details of proposed items of equipment using Form EQU in Section IV, Tender Forms.

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Letter of Tender

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: *All italicized text is to help Tenderers in preparing this form.*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Tender No.: *[insert tender reference number]*

Alternative No.: *[insert reference number if this is a Tender for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) **No Reservations:** We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with ITT 8.
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4.
- (c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Tender-Securing or Proposal-Securing Declaration in the Employer's Country in accordance with ITT 4.7.
- (d) **Conformity:** We offer to execute in conformity with the Tender Document and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*.

_____;

- (e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*.

Or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*].

- 1) **Discounts:** The discounts offered and the methodology for their application are: (i) The discounts offered are: [*Specify in detail each discount offered.*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*].
- (f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) **Performance Security** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tender Document.
- (h) **One Tender Per Tenderer:** We are not participating, as a Tenderer, either individually or as a Joint Venture member, in more than one Tender in this tendering process, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13.
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment or any ineligibility imposed or recognized by the Bank. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.
- (j) **State-Owned Enterprise or Institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*].
- (k) **Commissions, Gratuities, Fees:** We have paid, or will pay the following commissions, gratuities or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (l) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) **Employer Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive.
- (n) **Prohibited Practice:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practice.
- (o) **Inspection and Audit:** We agree to permit the Bank or its representative to inspect our accounts and records and other documents relating to the tender submission and to have them audited by auditors appointed by the Bank.

Name of the Tenderer: **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Letter of Tender.

Appendix to Tender

Schedule of Cost Indexation

[Note to Employer: It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved] [When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to the Contract Agreement.]

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“P_n” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the Contract Data;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labor, equipment and materials;

“L_n”, “E_n”, “M_n”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date forty-nine (49) days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Table of Adjustment Data

[In Tables A, B and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index Code*	Index Description*	Source of Index*	Base Value and Date*	Tenderer's Local Currency Amount	Tenderer's Proposed Weighting
	Nonadjustable	—	—	—	A: ___* B: ___* C: ___* D: ___* E: ___*
Total					1.00

[* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Table B. Foreign Currency (FC)

Name of Currency: [If the Tenderer is allowed to receive payment in foreign currencies this table shall be used. If Tenderer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index Code	Index Description	Source of Index	Base Value and Date	Tenderer's Currency in Type/Amount	Equivalent in FC1	Tenderer's Proposed Weighting
	Non-adjustable	—	—	—		A: ___* B: ___* C: ___* D: ___* E: ___*
Total						1.00

[* To be entered by the Employer. Whereas "A" should be a fixed percentage, B, C, D and E should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Table C. Summary of Payment Currencies

Table: Alternative A

For [insert name of Section of the Works]

Name of Payment Currency	A	B	C	D
	Amount of Currency	Rate of Exchange (local currency per unit of foreign)	Local Currency Equivalent $C = A \times B$	Percentage of Net Tender Price (NTP) $\frac{100 \times C}{NTP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Net Tender Price				100.00
Provisional Sums Expressed in Local Currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL TENDER PRICE (including provisional sum)				

Table: Alternative B

To be used only with Alternative B Prices directly quoted in the currencies of payment (TDS ITT 15.1)

Summary of currencies of the Tender for _____ *[insert name of Section of the Works]*

Name of Currency	Amounts Payable
Local Currency: _____	
Foreign Currency #1: _____	
Foreign Currency #2: _____	
Foreign Currency #3: _____	
Provisional Sums Expressed in Local Currency: _____	<i>[To be entered by the Employer]</i>

Bill of Quantities

Notes for Preparing Bill of Quantities

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Tender Document. They should not be included in the final Tender Document.

Objectives

The objectives of Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable Tenders to be prepared efficiently and accurately; and
- (b) when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Content

The Bill of Quantities should be divided generally into the following sections:

- (a) Preamble.
- (b) Work Items (grouped into parts).
- (c) Daywork Schedule.
- (d) Provisional Quantities and Sums.
- (e) Summary.

Preamble

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities and that are to be used for the measurement of any part of the Works.

Rock

Where excavation, boring or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), should be provided in the Technical Specification and this definition should be used for the purposes of measurement and payment.

Work Items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing or any other special characteristics may give rise to different methods of construction, phasing of the Works or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. When a family of Price Adjustment Formulae are used, they should relate to appropriate sections in the Bill of Quantities.

Quantities

Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

Units of Measurement

The following units of measurement and abbreviations are recommended for use (unless other national units are mandatory in the country of the Employer).

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

Ground and Excavation Levels

The commencing surface should be identified in the description of each item for work involving excavation, boring or driving, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for work involving excavation for which the excavated surface is not also the final surface. The depths of work should be measured from the commencing surface to the excavated surface, as defined.

Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the Tenderers, the Daywork Schedule should normally comprise:

- (a) a list of the various classes of labor, materials and Contractor's Equipment for which basic Daywork rates or prices are to be inserted by the Tenderer, together with a statement of

the conditions under which the Contractor will be paid for work executed on a Daywork basis; and

- (b) a percentage to be entered by the Tenderer against each basic Daywork Subtotal amount for labor, materials and Plant representing the Contractor's profit, overheads, supervision and other charges.

Provisional Quantities and Sums

Provision for quantity contingencies in any particular item or class of work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and *not* by increasing the quantities for that item or class of work beyond those of the work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such Provisional Sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by a Nominated Subcontractor should be specified in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate tendering procedure is normally carried out by the Employer to select the specialists, who are then nominated as subcontractors to the main or prime contractor. To provide an element of competition among the main Tenderers (or prime contractors) in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime contractor for the use and convenience of the specialist or nominated subcontractor, each related Provisional Sum should be followed by an item in the Bill of Quantities inviting a percentage (to be quoted by the main Tenderer) payable on the actual expenditure from the Provisional Sum.

Summary

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies and for price contingencies (upward price adjustment), where applicable.

Sample Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Tenderers, General and Particular Conditions of Contract, Technical Specification and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices Tender in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions of Contract.
8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.¹

¹ The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the United Kingdom Institution of Civil Engineers.

B. Work Items

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No.–1 - General Items.

Bill No. 2 – Earthworks.

Bill No.–3 - Culverts and Bridges.

Bill No.–4 - etc., as required.

Daywork Schedule.

Summary Bill of Quantities

2. If TDS ITT 15.1 (a) applies, Tenderers shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Tender the percentage expected for payment in foreign currency or currencies. If TDS ITT 15.1 (b) applies, Tenderers shall price the Bill of Quantities in the applicable currency or currencies.

[Note to the Employer: The tables in Bill of Quantities must be prepared in accordance with the currency alternative retained in TDSITT 15.1.]

Daywork Schedule

[*Note to the Employer:*

- (i) A "Daywork Schedule" is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among Tenderers, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the Tender Documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Tender Summary in order to make the basic Schedule of Daywork Rates competitive.
- (ii) The total amount assigned to such competitive daywork is normally three to five percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.]

General

1. Reference should be made to Sub-Clause 13.6 of the General Conditions of Contract. Work shall not be executed on a daywork basis except by written order of the Engineer. Tenderers shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Tender Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labor

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel

3. The Contractor shall be entitled to payment in respect of the total time that labor is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labor**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- a) The basic rates for labor shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labor, transportation time, overtime,

subsistence allowances and any sums paid to or on behalf of such labor for social benefits in accordance with [country of Recipient] law. The basic rates will be payable in local currency only.

- (b) The additional percentage payment to be quoted by the Tenderer and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labor, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

Payments under this item shall be made in the following currency proportions:

- (i) foreign: ___ percent (to be stated by Tenderer).²
- (ii) local: _____ percent (to be stated by Tenderer).

[Note to the Employer:

This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.]

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- (a) The basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.

² The Tenderer shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

- (b) The additional percentage payment shall be quoted by the Tenderer and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
- (i) Foreign: ___ percent (to be stated by the Tenderer).³
 - (ii) Local: _____ percent (to be stated by the Tenderer).
- c) The cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labor and Construction in this schedule.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. *[Note to the Employer: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labor and materials.]* The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labor. *[Note to the Employer: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the traveling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:

- (a) Foreign: _____ percent (to be stated by the Tenderer).⁴
- (b) Local: _____ percent (to be stated by the Tenderer).

³ The Tenderer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

⁴ The Tenderer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

Daywork Summary

	<i>Amount^a</i> ()	<i>%</i> <i>Foreign</i>
1. Total for Daywork: Labor		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Tender Summary, p. ____)	_____	_____

a. The Employer should insert local currency unit.

Summary of Specified Provisional Sums
in the Bill of Quantities

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1			
2			
3			
4			
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _)			

Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
—etc.—		
<i>Subtotal of Bills</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum) *</i>	<i>(B)</i>	
<i>Specified Provisional Sums not included in subtotal of billsⁱⁱ</i>	<i>(C)</i>	<i>[sum]</i>
<i>Total of Bills Plus Provisional Sums (A + B + C)ⁱ</i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	<i>(E)</i>	<i>[sum]</i>
<i>Tender Price (D + E) (Carried forward to Letter of Tender)</i>	<i>(F)</i>	

3) i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 of the General Conditions of Contract.

ii) To be entered by the Employer.

* For tender evaluation purposes, Provisional Sum, other than Daywork, will be excluded.

Technical Proposal

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

ESHS Management Strategies and Implementation Plans

Code of Conduct (ESHS)

Equipment

Key Personnel Schedule

Others

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Tenderer shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITT 11.1 (h) of the Tender Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Tenderer shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works' Requirements in Section VII.

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Tenderer shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITT 11.1 (h) of the Tender Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements in Section VII.

In addition, the Tenderer shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Form EQU: Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form PER-1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g., attach high-level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g., attach high-level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g., attach high-level Gantt chart)]</i>

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Tenderer

Position [#1]: [title of position from Form PER-1]

Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation;
- (b) result in my disqualification from participating in the Tender; and
- (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Tenderer's Qualification without Prequalification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI-1.1

Tenderer Information Form

Date: _____

Tender No. and title: _____

Page _____ of _____ pages

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
<p>4) 1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing:</p> <ul style="list-style-type: none"> • operation on a commercial basis, • financial and managerial autonomy, • day-to-day management not controlled by the government and <p>5) not under the supervision of the Employer or its procuring agency². Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under TDS ITT 47.1, the successful Tenderer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i></p>

Form ELI-1.2

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date: _____

TENDER No. and title: _____

Page _____ of _____ pages

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
<p style="text-align: center;">6) 1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing operation on a commercial basis, financial and managerial autonomy, day-to-day management not controlled by the government and not under the supervision of the Employer or its procuring agency, in accordance with ITT 4.6.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under TDS ITT 46.1, the successful Tenderer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i></p>

Form CON-2**Historical Contract Non-Performance, Pending Litigation and Litigation History**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- Contract nonperformance did not occur since January 1, *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.1.
- Contract(s) not performed since January 1, *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 3.2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

- No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.3.
- Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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Form CON-3**Environmental, Social, Health and Safety Performance Declaration**

[The following table shall be filled in for the Tenderer, each member of a Joint Venture and each Specialized Subcontractor]

Tenderer's Name: *[insert full name]*

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

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

Tender No. and Title: *[insert Tender number and title]*

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

Environmental, Social, Health and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 3.2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 3.2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g., for SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g., for SEA breaches]</i>		<i>[insert amount]</i>

Form FIN-3.3.1:

Financial Situation and Performance

7) Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 Tender No. and title: _____
 Page _____ of _____ pag1. **Financial data**

Type of Financial information in (currency)	Historic information for previous _____ year (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (USD equivalent)
1		
2		
3		

8) 2. Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member);
- (b) be independently audited or certified in accordance with local legislation;
- (c) be complete, including all notes to the financial statements and
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements⁵ for the _____ years required above; and complying with the requirements

⁵ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Form FIN-3.3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. and title: _____

Page _____ of _____ pages

		Annual Turnover Data (Construction Only)	
Year	Amount Currency	Exchange Rate	USD Equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.3.2.

Form FIN-3.3.3:**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		

Form FIN-3.3.4:**Current Contract Commitments / Works in Progress**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments						
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Total Contract Value (USD equivalent)	Estimated Completion Date	Value of Outstanding Work (current USD equivalent)	Average Monthly Invoicing Over Last Six Months (USD/month)
1						
2						
3						
4						
5						

Form EXP-3.4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP-3.4.2(a)**Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount				USD
If member in a JV or subcontractor, specify participation in total Contract amount				
Emplo'er's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 3.4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

Form EXP-3.4.2(b)**Construction Experience in Key Activities**

Tender's Name: _____

Date: _____

Tender's JV Member Name: _____

Sub-contractor's Name⁶ (as per ITT 34): _____

Tender No. and title: _____

Page _____ of _____ pages

- 9) All Subcontractors for key activities must complete the information in this form as per ITT34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 3.4.1.

Key Activity No. One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			USD	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

⁶ If applicable

	Information
Address: Telephone/fax number E-mail:	

	Information
Description of the key activities in accordance with Sub-Factor 3.4.2(b) of Section III:	

10) 2. Key Activity No. Two _____ 3.

Form of Tender Security - Demand Guarantee**Beneficiary:** _____**Tender No:** _____**Date:** _____**TENDER GUARANTEE No.:** _____**Guarantor:** _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Tender No. _____.

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's Tender Document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight (28) days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758. __

[signature(s)]

Form of Tender-Securing Declaration

Date: _____

Tender No.: _____

Alternative No.: _____

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering, or submitting Proposals in any contract with the Employer for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Letter of Tender; or
- (b) having been notified of the acceptance of our Tender by the Employer during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers ("ITT") of the Employer's Tender Document.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender.

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer**

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]

Section–V - Eligible Countries**Eligibility for the Provision of Goods, Works and Non-Consulting Services in
Bank-Financed Procurement**

In reference to ITT 4.8 and 5.1, for the information of the Tenderers, at the present time, firms, goods and services from the following countries are excluded from this Tendering process:

Under ITT 4.8 (a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITT 4.8 (b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section –I - Prohibited Practices

(Section VI shall not be modified)

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices

2. :

- 11) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
 - 12) “**Collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - 13) “**Corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - 14) “**Fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - 15) “**Misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard.
 - 16) “**Obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information.
 - 17) “**Theft**” means the misappropriation of property belonging to another party.
3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank’s Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank’s Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank’s Procurement Instructions for Recipients) in any

investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such cofinancier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

4.

If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a cofinancier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients)

5. :

18) (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project: (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and

19) (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

PART 2 – Works' Requirements

Section V-I - Works' Requirements

Contents

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Scope of Works

Specification

[In drafting of the Specification, care must be taken when drafting the Work's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards of the Recipient's country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified, it should always be qualified with the terms "or equivalent".]

[Any additional sustainable procurement technical requirements (beyond the requirements stated in the Environmental, Social, Health and Safety (ESHS) Requirements section below) for the Works shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, Tenderers may be invited to offer Works that exceeds the specified minimum sustainable procurement requirements.]

[A number of the Sub-Clauses of the General/Particular Conditions make reference to the Specification. In drafting the Specification, the Borrower should include, as appropriate, information referred to in the Conditions of Contract. In some instances, a certain contractual provision may not apply if not stated in the Specification, in other cases the default contractual provision may apply if not specifically stated otherwise in the Specification etc.]

Environmental, Social, Health and Safety Requirements

The Employer should use the services of a suitably qualified environmental, social, health and safety (ESHS) specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.

The Employer should attach or refer to the Employer's environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, sexual exploitation and assault (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the Bank to agree the issues to be included which may also address climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child"/"children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clauses 4.8 and 4.20 (Part B – Specific Provisions) and Part D (ESHS Metrics for Progress Reports).

As a minimum, the policy is set out to the commitments to:

- 1. Apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts.*
- 2. Provide and maintain a healthy and safe work environment and safe systems of work.*
- 3. Protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly or otherwise vulnerable.*
- 4. Be intolerant of and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for inhumane treatment, sexual activity with children and sexual harassment.*
- 5. Incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works.*
- 6. Work cooperatively, including with end users of the Works, relevant authorities, contractors and local communities.*

7. *Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled and elderly people.*
8. *Provide an environment that fosters the exchange of information, views and ideas that is free of any fear of retaliation and protects whistleblowers.*
9. *Minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works.*

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ESHS REQUIREMENTS

In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:

- *Project reports, e.g., ESIA/ESMP.*
- *Consent/permit conditions.*
- *Required standards including Bank EHS Guidelines.*
- *Relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the Bank EHS Guidelines).*
- *Relevant international standards, e.g., WHO Guidelines for Safe Use of Pesticides.*
- *Relevant sector standards, e.g., EU Council Directive 91/271/EEC Concerning Urban Wastewater Treatment.*
- *Grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality, e.g., of those reporting allegations of SEA.*
- *SEA prevention and management.*

The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and Particular Conditions of Contract, if any), and other parts of the specifications.

MINIMUM REQUIREMENTS FOR THE TENDERER'S CODE OF CONDUCT

A minimum requirement for the Code of Conduct should be set out by the Employer, taking into consideration the issues, impacts and mitigation measures identified.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, maintaining a safe environment, etc.

Amend the following instructions to the Tenderer taking into account the above considerations.

A satisfactory code of conduct will contain obligations on all Contractor's Personnel (including subcontractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements.

The Code of Conduct should address the following:

1. Compliance with applicable laws, rules and regulations.
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's Personnel, and the Contractor's Personnel (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment).
3. Use of illegal substances.
4. Non-discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's Personnel and the Contractor's Personnel (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic or health status).
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example, to convey an attitude of respect, including to their culture and traditions).
6. Sexual harassment (for example, to prohibit use of language or behavior, in particular toward women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence, including sexual and/or gender-based violence (for example, acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion and deprivation of liberty).
8. Exploitation including sexual exploitation and abuse (for example, the prohibition of the exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse or otherwise unacceptable behavior toward children, limiting interactions with children, and ensuring their safety 134rojectect areas).
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas).
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family or personal connection).
12. Respecting reasonable work instructions (including regarding environmental and social norms).
13. Protection and proper use of property (for example, to prohibit theft, carelessness or

waste).

14. Duty to report violations of this Code.

15. Non-retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's Personnel, Employer's Personnel and affected persons.

MINIMUM REQUIREMENTS FOR THE TENDERER'S LABOR MANAGEMENT PLAN

As a minimum, the Labor Management Plan should include the general terms and conditions of employment, regulation of working hours, payment modalities, living conditions of the workers and a Grievance Redress Mechanism for resolution of labor-related conflicts.

PAYMENT FOR ESHS REQUIREMENTS

The Employer's ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items. For example, normally the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Tenderer's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities, for example, for HIV counselling service, and SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.

Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

This section shall specify the internationally recognized standard terms and conditions to be used for the Contract, which shall take into account the nature of the Works and specifics of the Project.

Acceptable forms of such contracts are:

- *Federation Internationale Des Ingenieurs – Conseils (FIDIC), Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red Book”), First Edition 1999.*
- *FIDIC, Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red Book”), Second Edition 2017.*
- *NEC3 (UK) Engineering and Construction Contract (ECC).*

Special attention shall be paid to the copyright of the contract terms. Appropriate licenses may need to be obtained and fees paid before using the standard terms and conditions for the Contract.

The Particular Conditions of Contract, the Contract Forms, as well as other Parts of the Tender Document, especially the text of the Tender Form and the Appendix to tender, if any, the Price Schedules shall be amended, as necessary, to ensure consistency and coherence of the entire Tender Document.

The contract conditions shall be drafted to provide for fair and balanced risk allocation between the parties following the key principles:

- *The duties, rights, obligations, roles and responsibilities of the parties must be generally as implied in the Contract conditions, and appropriate to the requirements of the Project.*
- *The Particular Conditions must be drafted clearly and unambiguously.*
- *All time periods specified in the Contract for the parties to perform their obligations must be of reasonable duration.*
- *The Contract shall provide an adequate dispute resolution mechanism.*

Parties are advised to seek their own legal counsel for drafting conditions of Contract which would reflect the specifics of the particular Project.

Section VI-I - General Conditions of Contract (GCC)

Red Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) First Edition 1999” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the Bank’s COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication, i.e., “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

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Section –X - Particular Conditions of Contract (PCC)

The following Particular Conditions of Contract (PCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

The PCC consists of four parts:

- Part A – Contract Data
- Part B – Specific Provisions
- Part C – Prohibited Practices
- Part D – Environmental, Social, Health and Safety (ESHS): Metrics for Progress Reports

The references to Clauses and Sub-Clauses provided in the PCC given below are applicable to the General Conditions of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red Book”), Second Edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC).

References to Clauses and Sub-Clauses of other GCC, if used, shall be provided accordingly.

Particular Conditions of Contract (PCC)

Part–A - Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	_____ percent
Employer's name and address	1.1.31	
Engineer's name and address	1.1.35	
Bank's name	1.1.89	
Borrower/Recipient's name	1.1.90	
Time for Completion	1.1.84	_____ days <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Defects Notification Period	1.1.27	365 days (one year)
Sections	1.1.73	<i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Electronic transmission system	1.3 (a) (ii)	
Address of Employer for communications:	1.3(d)	
Address of Engineer for communications:	1.3(d)	
Address of Contractor for communications:	1.3(d)	
Governing Law	1.4	
Ruling language	1.4	
Language for communications	1.4	
Time for the Parties to sign a Contract Agreement	1.6	Twenty-eight (28) days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	_____ (sum)

Conditions	Sub-Clause	Data
Site	1.1.74	<i>[Describe any other places as forming part of the Site]</i>
Time for access to the Site	2.1	<i>[Ideally, the right of access to and possession of all parts of the Site shall be given by the Commencement Date. If this is the case, insert: “No later than the Commencement Date”] [If it is not practical or feasible to give the right of access to and possession of all parts of the Site by the Commencement Date, state the following and delete the remaining text in this Particular Conditions, Sub-Clause 2.1: “No later than the Commencement Date, except for the following parts (<u>include detailed description of parts concerned</u>): within such times as may be required to enable the Contractor to proceed in accordance with the Program or, if there is no Program at that time, the initial program submitted under Sub-Clause 8.3 [Program”]]</i>
Engineer’s Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of ____ percent shall require written consent of the Employer.
Sustainable procurement	4.1	<i>[Delete if not applicable]</i> <i>[Add any sustainable procurement contractual provisions not covered by the GCC, if applicable.]</i>
Performance Security	4.2	The Performance Security will be in the form of a “demand guarantee” in the amount(s) of <i>[insert percent figures]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	____ Days <i>[state number of days, normally not less than twenty-eight (28) days]</i>
Period of payment for temporary utilities	4.19	____ Days
Number of additional paper copies of progress reports	4.20	
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	____ percent

Conditions	Sub-Clause	Data
Parts of the Works for which subcontracting is not permitted	5.1(b)	
Normal working hours	6.5	_____
Number of additional paper copies of program	8.3	
Delay damages payable for each day of delay	8.8	_____ percent of the Accepted Contract Amount, less provisional sum for DAAB. <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Maximum amount of delay damages	8.8	_____ percent of the Accepted Contract Amount, less provisional sum for DAAB. <i>[normally not exceeding 10 percent]</i>
Method of measurement	12.2	
Percentage profit	12.3	<i>As stated under 1.1.20 above</i>
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4(b)(ii)	_____ percent
Total advance payment	14.2	_____ percent Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	(a) exceeds _____ percent of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums (b) deductions shall be made at the amortization rate of _____ percent <i>[provided that the advance payment shall be completely repaid prior to the time when 90 percent of the Accepted Contract Amount less Provisional Sums has been certified for payment]</i>
Period of payment	14.3	
Number of additional paper copies of Statements	14.3(b)	
Percentage of retention	14.3(iii)	_____ percent <i>[Insert percentage of retention, normally five percent and not exceeding 10 percent]</i>
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	_____ percent <i>[Insert percentage of retention, normally five percent and not exceeding 10 percent]</i>

Conditions	Sub-Clause	Data
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped _____ <i>[list]</i> .
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site _____ <i>[list]</i> .
Minimum Amount of Interim Payment Certificates	14.6.2	_____ percent of the Accepted Contract Amount.
Period of payment of Advance Payment to the Contractor	14.7(a)	_____ days <i>[insert number of days, normally 28 days]</i>
Period for the Employer to make interim payments to the Contractor under Sub- Clause 14.6 (interim Payment)	14.7b(i)	_____ days <i>[insert number of days, normally 56 days]</i>
Period for the Employer to make interim payments to the Contractor under Sub- Clause 14.13 (Final Payment)	14.7b(ii)	_____ days <i>[insert number of days, normally 28 days]</i>
Period for the Employer to make final payment to the Contractor	14.7(c)	_____ days <i>[insert number of days, normally 56 days]</i>
Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	_____ percent
Number of additional paper copies of draft Final Statement	14.11.1(b)	
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	

Conditions	Sub-Clause	Data
Permitted deductible limits	19.1	insurance required for the Works: _____ insurance required for Goods: _____ insurance required for liability for breach of professional duty: _____ insurance required against liability for fitness for purpose (if any is required): _____ insurance required for injury to persons and damage to property: _____ insurance required for injury to employees: _____ other insurances required by Laws and by local practice: _____ _____ _____
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15 percent)	19.2.1(b)	_____ percent
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	
Extent of insurance required for Goods	19.2.2	
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes/No [<i>delete as appropriate</i>]
Period of insurance required for liability for breach of professional duty	19.2.3	

Conditions	Sub-Clause	Data
Amount of insurance required for injury to persons and damage to property	19.2.4	
Other insurances required by Laws and by local practice (give details)		
Time for appointment of DAAB	21.1	Forty-two (42) days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	<p><i>Either: One Sole Member or: Three Members</i></p> <p><i>[For a Contract estimated to cost above USD50 million, the DAAB shall comprise of three members. For a Contract estimated to cost between USD20 million and USD50 million, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than USD20 million, a sole member is recommended.]</i></p>
List of proposed members of DAAB	21.1	<p>Proposed by Employer <i>[Attach Curriculum Vitae (CV) to the Tender Document and the Contract]</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Proposed by Contractor <i>[Attach CV to the Tender and the Contract]</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
Appointment (if not agreed) to be made by	21.2	<i>[Insert name of an international organization or official as the appointing entity or official]</i>

Conditions	Sub-Clause	Data
Rules of arbitration	21.6(a)	<p>Sub-Clause 21.6(a) of PART B – Specific Provisions <i>[insert either “shall” or “shall not”]</i> _____ apply.</p> <p><i>[Insert rules of arbitration if different from those of the International Chamber of Commerce.]</i></p> <p><i>[Sub-Clause 21.6 (a) shall be retained in the case of a Contract with a foreign Contractor or Sub-Clause 21.6 (b) shall be retained in the case of a Contract with a domestic Contractor. The determination of whether a Contractor (as an individual firm or as a Joint Venture) is foreign or domestic for the purposes of this sub-clause, will be made by reference to the criteria set forth in the footnote for ITT 38.1 of the Instructions to Tenderers.]</i></p>
	21.6 (b)	<p>Sub-Clause 21.6(b) of PART B – Specific Provisions <i>[insert either “shall” or “shall not”]</i> _____ apply.</p>

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

*These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

Particular Conditions of Contract (PCC)

Part-B - Specific Provisions

Sub-Clause 1.1.10 Contract	“the Contractor’s Proposal” is deleted.
Sub-Clause 1.1.49 Laws	The Sub-Clause is replaced with: “ Laws ” means all national (or state) legislation, statutes, ordinances and other laws and regulations and by-laws of any legally constituted public authority.
Sub-Clause 1.1.74 Site	The Sub-Clause is replaced with: “ Site ” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.
Sub-Clause 1.1.77 Statement	On the second line after “Payment Certificate under...”, add “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable)”.
Sub-Clause 1.1.81 Tender	“the Contractor’s Proposal” is deleted.
Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88	
Sub-Clause 1.1.89 Bank	“ Bank ” means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.90 Borrower	“ Borrower ” or “ Recipient ” means the person (if any) named as the borrower/recipient in the Contract Data.
Sub-Clause 1.1.91 ESHS	“ ESHS ” means Environmental, Social, Health and Safety.
Sub-Clause 1.1.92 Sexual Exploitation and Assault (SEA)	“Sexual Exploitation and Assault (SEA)” stands for the following: Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual

exploitation of another. In Bank-financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank-financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.

Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape,” especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.

**Sub-Clause 1.2
Interpretation**

Sub-paragraph (a) is replaced with the following:

(a) “Words indicating one gender include all genders;

“he/she” is replaced with “it”,

“him/her” is replaced with “it”,

“his” and “his/her” are replaced with “its” and

“himself/herself” are replaced with “itself”.

Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

20) sub-paragraph (k) is addedk) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “bidding documents” or “request for bids documents” or “request for proposal documents”, as applicable.”

**Sub-Clause 1.5
Priority of Documents**

The following documents are added in the list of Priority Documents after (e):

21) “(f) the Particular Conditions Part–C - Prohibited Practicesg) the Particular Conditions Part–D - Environmental, Social, Health and Safety (ESHS) Metrics for Progress Reports;”

and the list renumbered accordingly.

**Sub-Clause 1.6
Contract Agreement**

The last paragraph is replaced with:

“If the Contractor comprises a Joint Venture (JV), *the authorized representative of the JV shall sign* the Contract Agreement in accordance with sub-clauses 1.14 (Joint and Several Liability).”

**Sub-Clause 1.12
Confidentiality**

The following is added at the end of the second paragraph:

“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

The following is then added as (d): “is being provided to the Bank .”

**Sub-Clause 1.17
Inspections and Audit by
the Bank**

The following Sub-Clause is added after Sub-Clause 1.16:

“The Contractor shall permit and shall cause its agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers and their personnel, to permit the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, tender submission, proposal submission and contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank.”

**Sub-Clause 2.4
Employer’s Financial
Arrangements**

The first paragraph is replaced with:

“The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.”

The following sub-paragraph is added at the end of Sub-Clause 2.4:

“In addition, if the Bank has notified to the Recipient that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the

Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within seven (7) days of the Recipient having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date sixty (60) days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.”

**Sub-Clause 2.6
Employer-Supplied
Materials and Employer’s
Equipment**

[If Employer- Supplied Materials are listed in the Employer’s Requirements for the Contractor’s use in the execution of Works, the following provisions may be added]:

The following is added after the last paragraph of Sub-Clause 2.6:

“The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Specification, at the time(s) stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Program).

When made available by the Employer, the Contractor shall visually inspect the Employer-Supplied Materials and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

After this visual inspection, the Employer-Supplied Materials shall come under the care, custody and control of the Contractor. The Contractor’s obligations of inspection, care, custody and control shall not relieve the Employer of liability of any shortage, defect or default not apparent from a visual inspection.”

[If Employer’s Equipment are listed in the Specification for the Contractor’s use in the execution of Works, the following provisions may be added]:

The following is added after the last paragraph of Sub-Clause 2.6:

“The Employer shall make the Employer’s Equipment listed in the Specification available to the Contractor at the time(s) stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Program).

Unless expressly stated otherwise in the Specification, the Employer’s Equipment shall be provided for the exclusive use of the Contractor.

When made available by the Employer, the Contractor shall visually inspect the Employer’s Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

The Contractor shall be responsible for the Employer’s Equipment while it is under the Contractor’s control and/or any of the Contractor’s Personnel is operating it, driving it, directing it, using it, or in control of it.

The Contractor shall not remove from the Site any items of the Employer’s Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor’s personnel to or from the Site.”

**Sub-Clause 3.1
The Engineer**

The following is added at the end of the first sub-paragraph:

“The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.”

**Sub-Clause 3.2
Engineer’s Duties and
Authority**

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
 - (i) in an emergency situation as determined by the Engineer; or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): Stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and Extension of Time (EOT) if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

**Sub-Clause 3.3
Engineer's Representative**

The following is added at the end of Sub-Clause 3.3:

“The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer's Representative.”

**Sub-Clause 3.4
Delegation by the Engineer**

The following is added at the end of the second paragraph:

“If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.”

**Sub-Clause 3.6
Replacement of the
Engineer**

In the first paragraph, “forty-two (42) days” is replaced with “twenty-one (21) days.”

In the third paragraph, “shall” is replaced with “should.”

**Sub-Clause 4.1
Contractor’s General
Obligations**

The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any)...”:

“All equipment, material and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.”

The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”:

The Contractor shall not carry out mobilization to Site (e.g., limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts, which, at a minimum, shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Tender and agreed as part of the Contract.

The Contractor shall submit, to the Engineer for Review any additional MSIPs as are necessary to manage the ESHS risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six [6] months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

The C-ESMP shall be part of the Contractor’s Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 4.4.1 [*Preparation and Review*].

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i), respectively.

(g) if so stated in the Specification, the Contractor shall:

- (i) design structural elements of the Works taking into account climate change considerations; and
- (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.

The following is added at the end of the Sub-Clause:

“The Contractor shall provide relevant contract-related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract and
- (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.”

**Sub-Clause 4.2.2
Claims under the
Performance Security**

The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”

**Sub-Clause 4.2.3
Return of Performance
Security**

In sub-paragraph (a) “twenty-one (21) days” is replaced with: “twenty-eight (28) days”.

**Sub-Clause 4.3
Contractor’s
Representative**

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

Sub-Clause 4.6
Co-operation

On the second to the last line of the first paragraph before “Contractor’s”, add “of the”.

The following is added after the first paragraph:

“The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.

Sub-Clause 4.7
Setting out

In the second bullet-point of sub-paragraph (b) of Sub-Clause 4.7.3:

- before “if the items of reference”, add: “when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause 4.7.2” on the second and third lines, delete “and the contractor’s Notice is given after the period stated in sub-paragraph (a) of Sub-Clause 4.7.2”.

Sub-Clause 4.8
Health and Safety
Obligations

The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):

“

- (i) provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;
- (ii) actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor’s Personnel;
- (iii) put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health.
- (iv) Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s

Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

- (v) subject to Sub-Clause 4.6, where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (vi) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

"Within twenty-one (21) days of the Commencement Date and before commencing any construction on the Site, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [*Preparation and Review*].

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (i) which shall include at a minimum:
 - (a) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;

- (b) the details of the training to be provided, records to be kept;
 - (c) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
 - (d) the remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
 - (e) the measures to be taken to avoid or minimize the potential for community exposure to waterborne, water-based, water-related and vector-borne diseases,
 - (f) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of sexually transmitted diseases or infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor; and
 - (g) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and
- (ii) any other requirements stated in the Specification.

The paragraph starting with: “In addition to the reporting requirement of...” is replaced with the following:

“In addition to the reporting requirement of sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury, significant adverse effects or damage to private property or any allegation of SEA. In case of SEA, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation or sexual assault), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.”

**Sub-Clause 4.15
Access Route**

The following is added at the end of Sub-Clause 4.15:

“The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of Contractor’s Equipment on public roads or other public infrastructure.

The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.”

**Sub-Clause 4.18
Protection of the
Environment**

Sub-Clause 4.18 Protection of the Environment is replaced with:

“The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on- or off-Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”

**Sub-Clause 4.20
Progress Reports**

Replace “4.20 (g) with: “the Environmental, Social, Health and Safety (ESHS) metrics set out in Particular Conditions - Part D”

**Sub-Clause 4.21
Security of the Site**

Sub-Clause 4.21 Security of the Site is replaced with:

“Sub-Clause 4.21 Security of the Site

The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site; and
- (b) authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.

The Contractor shall, within twenty-one (21) days of the Commencement Date, submit for the Engineer’s No-

Objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct toward Contractor's Personnel, Employer's Personnel and affected communities and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."

**Sub-Clause 4.22
Contractor's Operations on
Site**

On the third line of the second paragraph before "4.17", "Sub- Clause" is added.

**Sub-Clause 4.23
Archaeological and
Geological Findings**

The first paragraph is replaced with the following:

"All fossils, coins, articles of value or antiquity, structures, groups of structures and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing off the area or site of the finding to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant Laws."

**Sub-Clause 4.24
Suppliers (other than
Subcontractors)**

4.24.1 Forced Labor

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in Sub-Clause 6.21. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.2 Child Labor

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in Sub-Clause 6.22. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.3 Serious Safety Issues

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8, 5.1 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to introduce procedures and mitigation measures to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.4 Obtaining Natural Resource Materials in Relation to Supplier

The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood

products, gravel or sand extraction from riverbeds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

**Sub-Clause 4.25
Code of Conduct**

The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall ensure that each Contractor's Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person's signature acknowledging receipt of the same.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

**Sub-Clause 5.1
Subcontractors**

The following is added at the beginning of the second paragraph.

"The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ESHS requirements."

The following is added at the end of the last paragraph of Sub-Clause 5.1:

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under subparagraph (a) of Sub-Clause 15.2.3 [*After Termination*].

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."

**Sub-Clause 5.2.2
Objection to Nomination**

In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added.

In sub-paragraph (c):

“and” is deleted from the end of (i);

“.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*].”

**Sub-Clause 6.1
Engagement of Staff and
Labor**

The following paragraphs are added at the end of the Sub-Clause:

“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor’s Personnel as set forth in Sub-Clause 4.25. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.”

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.”

**Sub-Clause 6.2
Rates of Wages and
Conditions of Labor**

The following paragraphs are added at the end of the Sub-Clause:

“The Contractor shall inform the Contractor’s Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws. Where required by applicable Laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."

**Sub-Clause 6.5
Working Hours**

The following is inserted at the end of the Sub-Clause:

"The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Specification."

**Sub-Clause 6.6
Facilities for Staff and
Labor**

The following is inserted at the end of the first paragraph:

"The Contractor shall ensure that such accommodation and welfare facilities meet the requirements of the health and safety manual."

The following is added as the last paragraph:

"If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Specification."

**Sub-Clause 6.7
Health and Safety of
Personnel**

In the second paragraph, “The Contractor” is replaced with:

“Except as otherwise stated in the Specification, the Contractor...”

**Sub-Clause 6.9
Contractor’s Personnel**

The Sub-Clause is replaced with:

“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Prohibited Practice during the execution of the Works;
- (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons] or
- (g) undertakes behavior which breaches the Code of Conduct for Contractor’s Personnel (ESHS).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [*Contractor’s Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor’s Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the

Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

**Sub-Clause 6.12
Key Personnel**

The following is inserted at the end of the last paragraph:

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

The following Sub-Clauses 6.13 to 6.26 are added after sub-clause 6.12

**Sub-Clause 6.13
Foreign Personnel**

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

**Sub-Clause 6.14
Supply of Food**

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

**Sub-Clause 6.15
Supply of Water**

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

**Sub-Clause 6.16
Measures Against Insect
and Pest Nuisance**

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all

the regulations of the local health authorities, including use of appropriate insecticide.

**Sub-Clause 6.17
Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

**Sub-Clause 6.18
Arms and Ammunition**

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

**Sub-Clause 6.19
Festivals and Religious
Customs**

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

**Sub-Clause 6.20
Funeral Arrangements**

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

**Sub-Clause 6.21
Forced Labor**

The Contractor, including its Subcontractors, shall not employ or engage in forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

**Sub-Clause 6.22
Child Labor**

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**Sub-Clause 6.23
Employment Records of
Workers**

The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the

Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**Sub-Clause 6.24
Workers' Organizations**

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

**Sub-Clause 6.25
Non-Discrimination and
Equal Opportunity**

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

**Sub-Clause 6.26
Contractor's Personnel
Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant to the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

**Sub-Clause 6.27
Training of Contractor's
Personnel**

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ESHS aspects of the Contract, including appropriate sensitization on prohibition of SEA, and health and safety training referred to in Sub-Clause 4.8.

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ESHS aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

Sub-Clause 7.3**Inspection**

The following is added in the first paragraph after “Employer’s Personnel” “(including the Bank staff or consultants acting on the Bank’s behalf, stakeholders and third parties, such as independent experts, local communities or non-governmental organizations)”

The following is added as (b) (iv):

“(iv) carryout environmental and social audit, and”

Sub-Clause 7.7**Ownership of Plant and Materials**

The following is added before the first paragraph:

“Except as otherwise provided in the Contract,”

Sub-Clause 8.1**Commencement of Work**

The Sub- Clause is replaced in its entirety with the following:

“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

- (a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country.
- (b) Delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]).
- (c) Except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
- (d) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.
- (e) Appointment of the DAAB.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is

reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.”

**Sub-Clause 11.7
Right of Access after
Taking Over**

In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:

“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”

**Sub-Clause 13.3.1
Variation by Instruction**

Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;”

**Sub-Clause 13.4
Provisional Sums**

The following is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100 percent of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.

**Sub-Clause 13.6
Adjustments for Changes
in Laws**

The following paragraph is added at the end of the Sub-Clause:

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

**Sub-Clause 14.1
The Contract Price**

[Note to the Employer: include one of the following two alternative texts as applicable]

The following is added at the end of the Sub-Clause:

[Alternative 1]

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”

[Alternative 2]

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bank guarantee shall be reduced or released accordingly;

otherwise the security shall be called in the full amount remaining.”

**Sub-Clause 14.2.1
Advance Payment
Guarantee**

The first paragraph is replaced with:

“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee or Security in amounts and currencies equal to the advance payment, and shall submit it to the Employer with a copy to the Engineer. This security shall be issued by a reputable bank selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions of Contract or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).”

**Sub-Clause 14.3
Application for Interim
Payment**

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”

**Sub-Clause 14.6.2
Withholding (amounts in) an
Interim Payment Certificate
(IPC)**

“and/or” from subparagraph (b) is deleted.

The following is then added as sub-paragraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):

“(c) if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) Failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land (e.g., from oils, human waste, damage to archaeology

or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion).

- (ii) Failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts.
- (iii) Failure to implement the C-ESMP, e.g., failure to provide required training or sensitization.
- (iv) Failure to have appropriate consents/permits prior to undertaking Works or related activities.
- (v) Failure to submit ESHS report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner.
- (vi) Failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing noncompliance/s)."

**Sub-Clause 14.7
Payment**

At the end of sub-paragraph (b): "and" is replaced with "or" and the following inserted as (iii):

"(iii) at a time when the Bank's loan (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and"

At the end of sub-paragraph (c): "." is replaced with ";" and the following inserted:

"or, at a time when the Bank's loan (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor]."

Sub-Clause 14.9

The following is added at the end of Sub-Clause 14.9:

Release of Retention Money

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions of Contract or in another form approved by the Employer and issued by a reputable bank selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within twenty-one (21) days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.”

Sub-Clause 14.12 Discharge

On the seventh line of the first paragraph, “Sub-Clause 21.6 [*Arbitration*]” is replaced with: “Clause 21 [*Disputes and Arbitration*]”.

Sub-Clause 14.15 Currencies of Payment

Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.

Sub-Clause 15.1

“and” is deleted from (b) and

Notice to Correct

“.” is replaced by: “; and” in (c).

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third paragraph, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third paragraph, “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

**Sub-Clause 15.2.1
Notice**

Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Prohibited Practice as defined in paragraph 2 of the Particular Conditions - Part C –Prohibited Practices, in competing for or in executing the Contract.”

**Sub-Clause 15.8
Fraud and Corruption**

The Sub-Clause heading “Fraud and Corruption” is replaced with “Prohibited Practices”; and the following new Sub-Clauses are added:

“15.8.1 The Bank requires compliance with the Bank’s Policy on Prohibited Practices as set forth in Particular Conditions - Part C- Prohibited Practices.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party; the amount and currency; and the purpose of the commission, gratuity or fee.”

**Sub-Clause 16.1
Suspension by Contractor**

The following paragraph is inserted after the first paragraph:

“Notwithstanding the above, if the Bank has suspended disbursements under the loan from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not

less than seven (7) days after the Recipient having received the suspension notification from the Bank.”

**Sub-Clause 16.2.1
Notice**

Sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i): “; or” is replaced with: “.”

sub-paragraph (f) is replaced with:

“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within one hundred eighty (180) days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

**Sub-Clause 16.2.2
Termination**

The following is added at the end of Sub-Clause 16.2.2:

“In the event the Bank suspends the loan from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the fourteen (14) days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions: (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect fourteen (14) days after the giving of the notice.”

**Sub-Clause 16.3
Contractor's Obligations
After Termination**

[If the Employer has made available any Employer-Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]

“and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

- (c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied materials and Employer's Equipment*]; and

- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”

**Sub-Clause 17.1
Responsibility for Care of
the Works**

On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.

[If Employer-Supplied Materials are listed in the Specification for the Contractor’s use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]]

After the two instances of “Goods” in the last paragraph, the following is added: “Employer-Supplied Materials”.

[If Employer’s Equipment are listed in the Employer’s Requirements for the Contractor’s use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]]

After the two instances of “Goods” in the last paragraph, the following is added: “, Employer’s Equipment,”.

**Sub-Clause 17.3
Intellectual and Industrial
Property Rights**

On the first line of the second paragraph, replace “notice” is replaced with “a Notice”.

**Sub-Clause 17.7
Use of Employer’s
Accommodation/Facilities**

The following Sub-Clause is added as 17.7:

“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”

Sub-Clause 18.1 Exceptional Events	Sub-paragraph (c) is substituted with: “(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
Sub-Clause 18.4 Consequences of an Exceptional Event	The following is added at the end of sub-paragraph (b) after deleting the “.”: “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”
Sub-Clause 18.5 Optional Termination	In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably.”
Sub-Clause 19.1 General Requirements	The following paragraphs are added after the first: “Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.”
Sub-Clause 19.2 Insurance to Be Provided by the Contractor	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”
Sub-Clause 19.2.1 The Works	On the last line of the second paragraph, “Clause 12 [<i>Tests after completion</i>]” is deleted.
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with:

“The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”

**Sub-Clause 20.1
Claims**

In a): “any additional payment” is replaced with “payment.”

**Sub-Clause 20.2
Claims for Payment and/or
Extension of Time (EOT)**

The first paragraph is replaced with:

“If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”

**Sub-Clause 21.1
Constitution of the DAAB**

In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of Dispute Avoidance/ Adjudication Agreement.”

After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”

**Sub-Clause 21.2
Failure to Appoint DAAB
Member(s)**

For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]” is replaced with: “within forty-two (42) days from the date the Contract is signed by both Parties.”

**Sub-Clause 21.6
Arbitration**

In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:

“Arbitration shall be conducted as follows:

- (a) If the contract is with foreign contractors, unless otherwise specified in the Contract Data, the dispute shall be finally settled under the Rules of Arbitration of

the International Chamber of Commerce, by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].

- (b) If the Contract is with domestic contractors, arbitration with proceedings will be conducted in accordance with the laws of the Employer's country."

Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement

Title	"General Conditions of Dispute Avoidance/Adjudication Agreement" is replaced with "General Conditions of DAAB Agreement."
1. Definitions	<p>Sub-Clause 1.2: In both the first and third lines, "DAA Agreement" is replaced with "DAAB Agreement."</p> <p>Sub-Clause 1.3:</p> <ul style="list-style-type: none"> - In the first line, "Dispute Avoidance/Adjudication Agreement" or "DAA Agreement" means" is replaced with: "DAAB Agreement" is as defined under the Contract and is." - In the first line of sub-paragraph (c), "DAA Agreement" is replaced with "DAAB Agreement." - In sub-paragraph (c)(ii), "chairman" is replaced with "chairperson." <p>Sub-Clause 1.3 "DAAB Activities" is replaced with Sub-Clause 1.4 "DAAB Activities" and the subsequent Sub-Clauses under Clause 1 "Definitions" renumbered.</p> <p>Sub-Clause 1.7 to 12: Replace all instances of "DAA Agreement" with "DAAB Agreement".</p> <p>In Sub-Clause 1.8 a(i):" authorized representative of the contractor or of the Employer" is replaced with: "Contractor's Representative or authorized representative of the Employer."</p>

3. Warranties

Sub-Clause 3.3 is deleted and replaced with the following:

“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she;

- a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
- b) has at least ten (10) years of experience in contract administration/management and dispute resolution, out of which at least five (5) years of experience as an arbitrator or adjudicator in construction-related disputes;
- c) has received formal training as an adjudicator from an internationally recognized organization;
- d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
- e) has experience in the interpretation of construction and/or engineering contract documents;
- f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
- g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”

7. Confidentiality

In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added:

“or (d) is being provided to the Bank.”

9. Fees and Expenses

In Sub-Clause 9.1 (c): “business class or equivalent” is replaced with: “in less than first class.”

In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences, respectively.

10. Resignation and Termination

In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement.”

Annex- DAAB Procedural Rules

Rule 4.2 On the fourth line, “chairman” is replaced with “chairperson.”

Rule 8.3 On the sixth line, “chairman” is replaced with “chairperson.”

Form of Dispute Avoidance/Adjudication Agreement

All instances of “DAA Agreement” are replaced with: “DAAB Agreement.”

In C (b): “chairman” is replaced with “chairperson.”

Particular Conditions of Contract (PCC)**Part C – Prohibited Practices**

(Text in this Part C shall not be modified)

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (a) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
 - (b) “**Collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - (c) “**Corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - (d) “**Fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (e) “**Misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard.
 - (f) “**Obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
 - (g) “**Theft**” means the misappropriation of property belonging to another party.
3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank’s Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank’s Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a cofinancier

undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such cofinancier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a cofinancier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):
 - (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and
 - (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

Particular Conditions of Contract (PCC)

Part D - Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: The following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks and impacts of the Works and not necessarily by the size of the Contract]

Metrics for regular reporting:

- a. Environmental incidents or noncompliance with contract requirements, including contamination, pollution or damage to ground or water supplies.
- b. Health and safety incidents, accidents, injuries and all fatalities that require treatment.
- c. Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none).
- d. Status of all permits and agreements:
 - i. Work permits: number required, number received, actions taken for those not received.
 - ii. Status of permits and consents:
 - *List areas/facilities with permits required (quarries, asphalt and batch plants); dates of application; dates issued (actions to follow up if not issued); dates submitted to resident engineer (or equivalent); status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.).*
 - *List areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent).*
 - *Identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation).*
 - *For quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. Health and safety supervision:
 - i. Safety officer: number days worked, number of full inspections and partial inspections, reports to construction/project management.
 - ii. Number of workers, work hours, metric of personal protection equipment (PPE) use (percentage of workers with full PPE, partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any).

- f. Worker accommodations:
 - i. Number of expats housed in accommodations, number of locals.
 - ii. Date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.
 - iii. Actions taken to recommend/require improved conditions, or to improve conditions.
- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided).
- h. Gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed).
- i. Training:
 - i. Number of new workers, number receiving induction training, dates of induction training.
 - ii. Number and dates of toolbox talks, number of workers receiving Occupational Health and Safety, environmental and social training;
 - iii. Number and dates of communicable diseases sensitization and/or training, number of workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. Number and date of SEA prevention sensitization and/or training, number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. Environmental and social supervision:
 - i. Environmentalist: days worked; areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.); highlights of activities/findings (including violations of environmental and/or social best practices, actions taken); reports to environmental and/or social specialist/construction/site management.
 - ii. Sociologist: days worked; number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.); highlights of activities (including violations of environmental and/or social requirements observed, actions taken); reports to environmental and/or social specialist/construction/site management.
 - iii. Community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

- k. Grievances: list new grievances (e.g., allegations of SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed); data resolution reported to complainant; any required follow-up (cross-reference other sections as needed):
 - i. Worker grievances.
 - ii. Community grievances.
- l. Traffic and vehicles/equipment:
 - i. Traffic accidents involving project vehicles and equipment: provide date, location, damage, cause, follow-up.
 - ii. Accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up.
 - iii. Overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what have been done):
 - i. Dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); percentage of rock/spoil lorries with covers, actions taken for uncovered vehicles.
 - ii. Erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation.
 - iii. Quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation.
 - iv. Blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed).
 - v. Spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination).
 - vi. Waste management: types and quantities generated and managed, including amount taken off-site (and by whom) or reused/recycled/disposed on-site.
 - vii. Details of tree plantings and other mitigations required undertaken in the reporting period.
 - viii. Details of water and swamp protection mitigations required undertaken in the reporting period.
- n. Compliance:

- i. Compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance.
- ii. Compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance.
- iii. Compliance status of SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance.
- iv. Compliance status of Health and Safety Management Plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance.
- v. Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section X - Contract Forms

Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

E-mail Address: *[insert Authorized Representative's e-mail address]*

[IMPORTANT: Insert below the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[e-mail/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Country: *[insert country where Tender is issued]*

Loan No.: *[insert reference number for loan/credit/grant]*

Tender No: *[insert Tender reference number from Procurement Plan]*

Contract Title: *[insert the name of the contract]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Tender, and/or
- b) submit a Procurement-Related Complaint in relation to the decision to award the contract.

1. The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract Price:	<i>[insert contract price of the successful Tender]</i>

2. List of all Tenderers *[INSTRUCTIONS: Insert names of all Tenderers that submitted a Tender including the successful Tenderer, together with the corresponding Tender price as read out at tender opening and the evaluated Tender price (when rated criteria are not used).]*

Name of Tenderer	Tender Price	Evaluated Tender Price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

Or

List of all Tenderers *[INSTRUCTIONS: Insert names of all Tenderers that submitted a Tender including the successful Tenderer, together with the corresponding Tender price as read out at tender opening and the evaluated Tender price, respective technical and financial scores, combined technical and financial score (when rated criteria are used).]*

Name of Tenderer	Tender Price	Evaluated Tender Price	Technical Score	Financial Score	Combined Score
[insert name]	[insert Tender price]	[insert evaluated price]			
[insert name]	[insert Tender price]	[insert evaluated price]			
[insert name]	[insert Tender price]	[insert evaluated price]			
[insert name]	[insert Tender price]	[insert evaluated price]			

[insert name]	[insert Tender price]	[insert evaluated price]			
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3. Reason/s why your Tender was unsuccessful

[INSTRUCTIONS: State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Tenderer's Tender, or (b) information that is marked confidential by the Tenderer in its Tender.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

E-mail address: [insert e-mail address]

Fax number: [insert fax number] **delete if not used**

If your request for a debriefing is received within the three-Business Day deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-Related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

E-mail address: [insert e-mail address]

Fax number: [insert fax number] **delete if not used**

At this point in the procurement process, you may submit a Procurement-Related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For more information see the [Procurement Instructions for Recipients](#) (Annex IV, Complaint Monitoring).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

For and on behalf of the Employer:

Signature: _____

Name: _____

Title/Position: _____

Telephone: _____

E-mail: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Tenderer¹. In case of joint venture, the Tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25 percent or more of the shares.*
- *Directly or indirectly holding 25 percent or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender No.: *[insert number of Tender process]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25 percent or more of the shares (Yes / No)	Directly or indirectly holding 25 percent or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- Directly or indirectly holding 25 percent or more of the shares.
- Directly or indirectly holding 25 percent or more of the voting rights.
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*

- Directly or indirectly holding 25 percent or more of the shares.
- Directly or indirectly holding 25 percent or more of the voting rights.
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

Name of the Tenderer: **[insert complete name of the Tenderer]* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ***[insert complete name of person duly authorized to sign the Tender]* _____

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]* _____

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]* _____

* In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer. In the event that the Tenderer is a joint venture, each reference to “Tenderer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, the Performance Security Form and (ii) the additional information on beneficial ownership in accordance with TDS ITT 46.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the Tender Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ *[insert complete name of Employer and full business address]* (hereinafter “the Employer”), of the one part, and _____ of _____ *[insert complete name and nationality of Contractor as well as full business address]* (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer invited tenders for the execution of the Works, described as _____ *[insert brief description of the Works]*, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Tender;
 - (c) the addenda Nos _____ (if any);
 - (d) the Particular Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) the Specification;
 - (g) the Drawings; and
 - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
 - i. the ESHS Management Strategies and Implementation Plans; and
 - ii. Code of Conduct (ESHS).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ *[insert the name of the Contract governing law country]* on the day, month and year specified above.

For and on behalf of the Employer

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight (28) days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (b) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (c) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures]()[amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s)

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the Day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GCC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six month][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

PROCUREMENT OF WORKS

(ONE-ENVELOPE TENDERING PROCESS WITHOUT PREQUALIFICATION)

STANDARD PROCUREMENT DOCUMENT

This Standard Procurement Document (SPD) for Procurement of Works has been prepared by the Asian Infrastructure Investment Bank for the procurement of works through International Open Competitive Tendering procedures (one-envelope tendering process without prequalification) in compliance with the Bank's Procurement Instructions for Recipients, for projects that are financed in whole or in part by the Bank.

To obtain further information on procurement under AIIB-financed projects or for any questions regarding the use of this SPD, please contact: opsprocurementpolicy@aiib.org

