

PROCUREMENT OF WORKS (DESIGN AND BUILD) (SINGLE-STAGE-TWO- ENVELOPE TENDERING PROCESS, RATED CRITERIA, AFTER PREQUALIFICATION)

STANDARD PROCUREMENT
DOCUMENT
February 2026



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
SEA	Sexual Exploitation and Abuse
SPD	Standard Procurement Document
SPN	Specific Procurement Notice
TDS	Tender Data Sheet
URDG	Uniform Rules for Demand Guarantees

Foreword

This Standard Procurement Document (SPD) for Procurement of Works (Design and Build) has been prepared by the Asian Infrastructure Investment Bank (AIIB or the Bank) for the procurement of works (design and build) through International Open Competitive Tendering procedures (single-stage-two-envelope tendering process, using rated criteria, after prequalification) in compliance with the Bank's Directive on 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 (SPD)

Summary

SPECIFIC PROCUREMENT NOTICE (SPN)

Notice of Request for Tender to Prequalified Tenderers

This SPD covers a single stage, two envelope process following prequalification. The template attached is SPN for Notice of Request for Tender to Prequalified Tenderers for simultaneous submission of Technical and Financial Parts of Tender in two separate envelopes. 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 single-stage-two-envelope procurement process. Information is also provided on the submission, opening, and evaluation of Tenders and on the award of Contract. **Section I contains provisions that are to be used without modification.**

Section II – Tender Data Sheet (TDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Tenderers.

Section III – Evaluation and Qualification Criteria

This Section specifies the methodology that will be used to determine the Most Advantageous Tender.

Section IV – Tender Forms

This Section contains the forms which are to be completed by the Tenderers and submitted as part of the 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 – EMPLOYER’S REQUIREMENTS

Section VII – Employer’s Requirements

This Section shall set out a description of the functional and/or performance specification of the works to be designed and constructed. It shall present, as appropriate, a statement of the required standards for materials, plant, supplies, and workmanship to be provided.

The Employer’s Requirements shall also include the environmental and social (ES) requirements.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII – General Conditions (GC)

This Section refers to the “General Conditions” which form part of the “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow Book”), Second edition 2017, reprinted 2022 with amendments” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC).

Section IX – Particular Conditions (PC)

This Section includes particular conditions of the contract consisting of: Part A - Contract Data; Part B - Special Provisions; PART C – Prohibited Practices; and PART D – Environmental and Social (ES) Reporting Metrics for Progress Reports. The contents of this Section modify or supplement the General Conditions and shall be completed by the Employer.

Section X – Contract Forms

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

Specific Procurement Notice (SPN)

Notice of Request for Tenders

Tender Document Works

(Design and Build)
(After Prequalification)

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

Project: *[insert name of project]*

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

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

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

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

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

To: *[Tenderer's name and address]*

Dear Ladies and/or Gentlemen,

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 or grant]*, and intends to apply part of the proceeds toward payments under the contract ¹for *[insert title of contract]*².
2. The *[insert name of Employer]* now invites sealed Tenders from the following prequalified Applicants for *[insert brief description of Works]*³.
[Insert names of prequalified Applicants]

¹ Substitute “contracts” where Tenders are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: “Tenderers may submit Tender for one or several contracts, as further defined in the Tender Document.”

² Insert if applicable: “This contract will be jointly financed by *[insert name of co-financing agency]*. Procurement process will be governed by the Bank’s Directive on Procurement Instructions for Recipients.”

³ A brief description of the type(s) of Works (Design and Build) that should be provided, including location, design and construction period, functional/performance requirements and other information necessary to enable potential Tenderers to decide whether or not to respond to the Tender.

3. The procurement will be conducted through International Open Competitive Tendering (IOCT) procedures as specified in the Bank's Directive on Procurement Instructions for Recipients (PIR), and is open to all the prequalified eligible Tenderers.
4. The Prequalified Tenderers may obtain further information from *[insert name of Employer, insert name and e-mail of officer in charge]* and inspect the Tender Document during office hours *[insert office hours if applicable i.e., 0900 to 1700 hours]* at the address given below *[state address at the end of this Tender Document]*⁴.
5. The Tender Document in *[insert name of language]* may be purchased by the prequalified Tenderers upon the submission of a written request to the address below and upon payment of a nonrefundable fee⁵ of *[insert amount in Recipient's currency or in a convertible currency]*. The method of payment will be *[insert method of payment]*.⁶ The document will be sent by *[insert delivery procedure]*.⁷
6. A single-stage-two-envelope tendering process will be used, and the Tenders will consist of (i) the Technical Part, without any reference to prices; and (ii) the Financial Part, as detailed in the Tender Document. The Technical and Financial Parts of the Tenders shall be submitted simultaneously in two separate sealed envelopes.
7. The Tender, both the Technical Part and the Financial Part, must be delivered to the address below *[state address at the end of this Tender Document]*⁸ on or before *[insert time and date]*⁹. Electronic Procurement will *[will not]* be permitted. Late Tenders will be rejected. The Technical Part of the 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 Tender Document]* on *[insert time and date]*. The Financial Part shall remain unopened and will be held in safe custody of the Employer until the second public opening of the Financial Part, following the evaluation of the Technical Part of the Tenders.
8. 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]*¹⁰.

⁴ The office for inquiry and issuance of 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 US\$50 and US\$300 or equivalent is deemed appropriate.

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

⁷ The delivery procedure is usually airmail 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 Tender Document.

⁹ The time allowed for the preparation and submission of Tenders shall be determined with due consideration of the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be normally not less than thirty (30) Business Days, unless otherwise agreed with the Bank.

¹⁰ If the Tender Documents allow for lots or slices that may be procured separately, the amounts of Tender security have to be defined per lot or slice. The amount of security should not be set so high as to discourage Tenderers. If no Tender security is required, this paragraph should say so.

9. Please confirm receipt of this letter immediately in writing by electronic mail or fax. If you do not intend to submit Tender, we would appreciate being so notified in writing at your earliest opportunity.
10. 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 email address]

[Insert web site address]

Tender Document Works

(Design and Build)

**(Single-Stage-Two-Envelope Process, Rated Criteria, after
Prequalification)**

Procurement of:

[Insert identification of the Works]

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

Project: *[insert name of project]*

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

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

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

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

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

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PART 1 – TENDERING PROCEDURES

SECTION I – INSTRUCTIONS TO TENDERERS (ITT)

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SECTION I – INSTRUCTIONS TO TENDERERS

A. GENERAL

1. **Scope of Tender**
 - 1.1 The Employer, as specified **in the TDS**, issues this Tender Document for the design and build of the Works as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this Tender are specified **in the TDS**.
 - 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions.
 - 1.3 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 the 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 **"Business Day"**. A Business Day is any day that is an official working day of the Recipient. It excludes the Recipient's official public holidays;
 - (d) **"Works"** refers to Works, subject of this Tender Document, to be executed on design and build contracting arrangement;
 - (e) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
 - (f) **"Sexual Exploitation and Abuse" "(SEA)"** means 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.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 - (g) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal

or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;

- (h) **“Contractor's Personnel”** is as defined in Sub-Clause 1.1.16 of the General Conditions; and
- (i) **“Employer's Personnel”** is as defined in Sub-Clause 1.1.32 of the General Conditions.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct: Environmental, Social, Health and Safety (ESHS) form in Section IV, Tender Forms.

- 2. **Source of Funds**
 - 2.1 The Recipient indicated **in the TDS** has applied for or received 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 Payments by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Recipient and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that 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 equipment, materials or any other goods, 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, subconsultants, 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 Contract in accordance with the Contract terms. The JV shall nominate a Representative (Lead Member) 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) any of its affiliates participates as a consultant in the preparation of the Employer's Requirements for 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 the Employer's Representative 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 Employer, 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 specifications 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 but only in the capacity of a subcontractor; 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 sub-contractors 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 submitting Tenders by the Employer as the result of the operation of a Tender 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 that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works 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 that country, or any payments to any country, person, or entity in that country. When the procurement is 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, which include all the sections indicated 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 Employer's Requirements

- Section VII - Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions
- Section IX - Particular Conditions
- Section X - Contract Forms

- 6.2 The Notice of Tender issued by the Employer, is not part of this Tender Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, 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 or 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 to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. 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 inquiry but without identifying its source. If so specified **in the TDS**, the Employer shall also promptly publish its response at the web page identified **in the TDS**. Should the Employer deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure under **ITT 8**.
- 7.2 The Tenderer is advised to visit and examine the Site of the 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. 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 The Tenderer's designated representative is invited to attend a pre-Tender meeting and/or a site visit, if provided for **in the TDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.
- 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, including the text of the questions raised 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**. 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.

- | | |
|--|---|
| 8. Amendment of Tender Document | <p>8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Document by issuing addenda.</p> <p>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.</p> <p>8.3 To give prospective 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 23.2.</p> |
| 9. Cost of Tenders | <p>9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs.</p> |
| 10. Contacting the Employer | <p>10.1 From the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tender, it should do so in writing.</p> <p>10.2 If a Tenderer tries to directly influence the Employer or otherwise interfere in the Tender evaluation process and the Contract award decision, its Tender may be rejected.</p> |
| 11. Language of Tenders | <p>11.1 Unless otherwise specified in the TDS, the Tender prepared by the Tenderer and all correspondence and documents related to the Tender exchanged by the Tenderer and the Employer shall be written in the English Language, or, if the TDS so provides, in either one of two languages specified there. Any printed literature furnished by the Tenderer as part of its Tender may be in a language not specified in the TDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.</p> |

C. PREPARATION OF TENDERS

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| 12. Documents Comprising the Tender | <p>12.1 The Tender shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (single-stage, two-envelope process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes</p> |
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shall be enclosed in a separate sealed outer envelope marked “Original Tender”.

12.2 The Technical Part of the Tender submitted by the Tenderer shall comprise the following:

- (a) **Letter of Tender - Technical Part**, prepared in accordance with **ITT 13**;
- (b) **Security**: Tender Security or Tender-Securing Declaration, in accordance with **ITT 19**;
- (c) **Alternative Tender - Technical Part**, if permissible in accordance with **ITT 14**;
- (d) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with **ITT 21.1**;
- (e) documentary evidence that the Tenderer continues to be eligible and qualified to perform the contract if its Tender is accepted;
- (f) documentary evidence in accordance with **ITT 18** that the Works offered by the Tenderer conform to the Tender Document;
- (g) method statements, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms;
- (h) details of any departures in the Technical Part from the Tender Document;
- (i) in the case of a Technical Part submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
- (j) list of subcontractors, in accordance with **ITT 18.3**; and
- (k) any other document required **in the TDS**.

12.3 The Financial Part of the Tender submitted by the Tenderer shall comprise the following:

- (a) **Letter of Tender - Financial Part**: prepared in accordance with **ITT 13**;
- (b) **Price Schedule**: completed in accordance with **ITT 15** and **ITT 16**;
- (c) **Alternative Tender – Financial Part**: if permissible in accordance with **ITT 14**;

(d) **Financial Disclosure:** 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; and

(e) **Other:** any other document required **in the TDS**.

12.4 The Technical Part shall not include any financial information related to the Tender price. Where material financial information related to the Tender price is contained in the Technical Part, the Tender shall be declared non-responsive.

12.5 The Tenderer shall furnish in the Letter of Tender - Technical Part three names of the potential Dispute Avoidance/Adjudication Board (DAAB) members and attach their curriculum vitae..

13. Letter of Tender, and Schedules

13.1 The Tenderer shall complete the Letter of Tender – Technical Part and Letter of Tender - Financial Part 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 21.3**. All blank spaces shall be filled in with the information requested.

14. Alternative Technical Tenders

14.1 Alternative Tender - Technical Part: If alternative technical Tenders shall be considered as specified **in the TDS**, the Tenderer wishing to offer alternative technical Tender shall (i) document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the Tender Document; and (ii) further provide all information necessary for a complete technical evaluation of the alternative by the Employer, including as relevant drawings, design calculations, technical specifications, and proposed construction methodology and other relevant details.

14.2 Alternative Tender - Financial Part: The Tenderer submitting alternative technical Tender shall provide all information necessary for a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Priced Activities and Sub-activities included in Section IV, Tender Forms.

14.3 Only the technical alternatives, if any, of the Tenderer with the Most Advantageous Tender conforming to the basic performance and technical criteria specified in the Tender Document shall be considered by the Employer.

15. Tender Prices

- 15.1 Unless otherwise specified **in the TDS**, Tenderers shall quote for the entire Works on a “single responsibility” basis such that the total lump sum Tender price, subject to any adjustments in accordance with the Contract, covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Tender Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction and completion of the Works. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning (as applicable) of the Works and, where so required by the Tender Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tender Document, all in accordance with the requirements of the General Conditions.
- 15.2 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Priced Activities and Sub-activities included in Section IV, Tender Forms with further breakdown prices for sub activities, as appropriate. The total of the prices of the items in the Schedule of Priced Activities is the Tenderer’s offer to complete the works on a “single responsibility” basis. The cost of any items that the Tenderer may have omitted is deemed to be included in the price of other items in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.
- 15.3 The prices shall be either fixed or adjustable as specified **in the TDS**.
- 15.4 In the case of **Fixed Price**, prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 15.5 In the case of **Adjustable Price**, prices quoted by the Tenderer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor’s equipment in accordance with the procedures specified in the corresponding Schedule of Cost Indexation. A Tender submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Tenderers are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Tender Forms.

- 15.6 If so indicated in **ITT 1.1**, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Tender - Financial Part the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. **However, discounts on the condition of award of more than one contract will not be considered for Tender evaluation purpose.**
- 15.7 Tenderers wishing to offer any unconditional discount shall specify in their Letter of Tender - Financial Part the offered discounts and the manner in which price discounts will apply.
- 15.8 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 Tender price submitted by the Tenderer.
- 16. Tender Currencies**
- 16.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same and shall be as specified **in the TDS**.
- 16.2 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 Schedule of Priced Activities and Sub-activities and shown in the Schedule of Adjustment Data in the Appendix to the Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.
- 17. Documents Establishing the Qualification of the Tenderer**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Tenderer continues to meet the qualification criteria used at the time of Prequalification, the Tenderer shall provide updated information on any assessed aspect that changed from that time.
- 17.2 If provisions for development of domestic industry (such as a margin of preference) apply as specified in accordance with **ITT 39.1**, 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 39.1**.
- 17.3 Any change in the structure or formation of a Tenderer after being prequalified and invited to submit Tenders (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Tenders. Such

approval shall be denied if (i) a Tenderer proposes to associate with a disqualified Tenderer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Tenderer no longer substantially meets the qualification criteria set forth in the Prequalification Document Section III; (iii) no longer continues to be in the list of Prequalified Tenderers as a result of the Employer's re-evaluation of the Application in accordance with criteria specified in the Prequalification Document; or (iv) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Request for Tenders.

**18. Documents
Establishing
Conformity of
the Works**

- 18.1 Pursuant to **ITT 12.2 (f)**, the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the Tender Document of the Works that the Tenderer proposes to design and build under the Contract.
- 18.2 The documentary evidence of the conformity of the Works with the Tender Document may be in the form of literature, drawings and data, and shall include:
- (a) the documents specified in Section IV, Tender Forms - Technical Tender Forms;
 - (b) detailed description of the essential technical and functional / performance characteristics of the proposed Works, in response to the Employer's Requirements; and
 - (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. Tenderers shall note that standards for workmanship, materials and equipment designated by the Employer in the Tender Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Tenderer may substitute alternative standards, in its technical Tender, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer.
- 18.3 The Tenderer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of **ITT 4**, and that any Works to be provided by the subcontractor comply with the requirements of **ITT 5** and **ITT 18.1**. The Tenderer shall submit its Code of Conduct: Environmental, Social, Health and Safety (ESHS) that meets the requirements set out in Section IV, Tender Forms.

19. Securing the Tender

- 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 indicated **in the TDS**,
from a reputable source from an eligible country.
- 19.4 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. In either case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Tender validity, or beyond any extended date if requested under **ITT 20.2**.
- 19.5 If a Tender Security or a 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.
- 19.6 If a Tender Security is specified in accordance with **ITT 19.1**, the Tender Security of the Tenderers shall be returned as promptly as possible once the successful Tenderer has signed the Contract, 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 prior to the expiry date of the Tender validity specified by the Tenderer on the Letter of Tender or any extended date provided by the Tenderer; or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with **ITT 53**; or

(ii) furnish a Performance Security.

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 submission of Tenders, 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**.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid until the date specified **in the TDS** or any extended date if amended by the Employer in accordance with **ITT 8**. A Tender that is not valid until the date specified **in the TDS**, or any extended date if amended by the Employer in accordance with **ITT 8**, shall be rejected by the Employer as nonresponsive.

20.2 In exceptional circumstances, prior to the date of expiry of the Tender validity, the Employer may request that the Tenderers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Tenderer may refuse the request without risking execution of the Tender-Securing Declaration or forfeiting the Tender Security. Except as provided in **ITT 20.3**, a Tenderer agreeing to the request will not be required or permitted to modify its Tender, but will be required to ensure that the Tender Security is extended for a correspondingly longer period, pursuant to **ITT 19.4**.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Tender validity specified in accordance with **ITT 20.1**, the contract price will be adjusted as specified **in the TDS**. Tender evaluation will be based on the Tender prices without taking into consideration the above correction.

21. Format and Signing of Tender

21.1 The original and all copies of the Tender, each consisting of the documents listed in **ITT 12**, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The authorization must be in writing as specified **in the TDS**, and included in the Tender pursuant to **ITT 12.2 (d)**. 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.

21.2 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.

- 21.3 The Tender shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 21.4 The Tenderer shall furnish in the Letter of Tender – Financial Part (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Tenderer be successful.

D. SUBMISSION OF TENDERS

22. Submission, Sealing and Marking of Tenders

- 22.1 Unless the **TDS** states that Tenders are to be submitted electronically the following procedures shall apply.
- (a) The Tenderer shall deliver the Tender in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked “Tender - Original”.
 - (b) In addition, the Tenderer shall prepare copies of the Tender, in the number specified **in the TDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Tenderer shall place both of these envelopes in a separate, sealed outer envelope marked “Tender - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.
 - (c) If alternative Tenders are permitted in accordance with **ITT 14**, the alternative Tenders shall be submitted as follows: the original of the alternative Tender Technical Part shall be placed in a sealed envelope marked “Alternative Tender – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Tender – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Tender – Original”, the copies of the alternative Tender will be placed in separate sealed envelopes marked “Alternative Tender – Copies of Technical Part”, and “Alternative Tender – Copies of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Tender - Copies”.
- 22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Employer, at the address given **in the TDS for ITT 23.1**; and
 - (c) bear the Contract(s) name, the Tender title and number, as specified **in the TDS for ITT 1.1**, and the statement “Do Not Open Before [time and date],” to be completed with the time and date specified **in the TDS for ITT 23.1**.
- 22.3 If the outer envelope is not sealed and marked as required by **ITT 22.1** and **ITT 22.2**, the Employer will assume no responsibility for the Tender’s misplacement or premature opening.
- 23. **Deadline for Submission of Tenders**
 - 23.1 Tenders must be received by the Employer at the address specified, and no later than the time and date specified, **in the TDS**. Tenderers have the option of submitting their Tenders electronically if specified **in the TDS**.
 - 23.2 The Employer may, at its discretion, extend the deadline for submission of Tenders by amending the Tender Document in accordance with **ITT 8.3**, in which case all rights and obligations of the Employer and Tenderers will thereafter be subject to the deadline as extended.
- 24. **Late Tenders**
 - 24.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with **ITT 23**. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 25. **Withdrawal, Substitution, and Modification of Tenders**
 - 25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted, and before the deadline for submission of Tenders, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with **ITT 21.1**, (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 21** and **ITT 22** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Substitution (“Technical Part” and/or “Financial Part”)”, “Modification (“Technical Part” and/or “Financial Part”)”; and
 - (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with **ITT 23**.

E. OPENING OF TECHNICAL PARTS OF TENDERS

- 26. Opening of Technical Part by Employer**
- 26.1 Except as in the cases specified in **ITT 24** and **ITT 25**, the Employer shall conduct the Technical Part opening in public, in the presence of Tenderers' designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the TDS**. Any specific electronic Tender opening procedures, if permitted, shall be as specified **in the TDS**.
- 26.2 First, the written notice of withdrawal in the 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.
- 26.3 Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Technical Part 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.
- 26.4 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.
- 26.5 Next, all other envelopes marked "Technical Part" shall be opened one at a time. All envelopes marked "Financial Part" shall remain sealed and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Tenders. On opening the Technical Part envelopes, the Employer shall read out: the name of the Tenderer and whether there is a modification; the presence or absence of a Tender Security or a Tender-Securing Declaration; and other details as the Employer, at its discretion, may consider appropriate.
- 26.6 Only Technical Parts of Tenders and Alternative Tender - Technical Parts that are opened and read out at Tender opening shall be considered further. At the Tender opening the Employer shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with **ITT 24.1**).
- 26.7 The Employer shall prepare a record of the Technical Parts of public opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or

modification; the recipient of envelopes marked “Financial Part”; and the presence or absence of a Tender Security or Tender-Securing Declaration. 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 procurement is permitted.

F. EVALUATION OF TENDERS – GENERAL PROVISIONS

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| 27. Confidentiality | <p>27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the notification of evaluation of the Technical Part in accordance with ITT 33.</p> <p>27.2 Information relating to the evaluation of the Financial Part and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 49.</p> <p>27.3 Any effort by a Tenderer to influence the Employer in the evaluation of the Tenders may result in the rejection of its Tender.</p> <p>27.4 Notwithstanding ITT 27.1 and ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it should do so in writing.</p> |
| 28. Clarification of Tenders | <p>28.1 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. 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.</p> <p>28.2 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.</p> |
| 29. Deviations, Reservations, and Omissions | <p>29.1 During the evaluation of Tenders, the following definitions apply:</p> <p style="padding-left: 20px;">(a) “Deviation” is a departure from the requirements specified in the Tender Document;</p> |

- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document.

G. EVALUATION OF TECHNICAL PARTS OF TENDERS

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| 30. Determination of Responsiveness of Technical Parts | <p>30.1 The Employer will examine the Technical Parts, including any alternatives submitted by Tenderers, to determine whether they are complete, have been properly signed, and are generally in order.</p> <p>30.2 The Employer’s determination of a Technical Part’s substantial responsiveness is to be based on the contents of the Tender itself. For purposes of this determination, a substantially responsive Tender is one that materially conforms to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (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. <p>30.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Tender.</p> <p>30.4 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 in the Tender related to documentation requirements.</p> |
| 31. Evaluation of Technical Parts | <p>31.1 The Employer’s further evaluation of Technical Parts that are determined to be substantially responsive in accordance with ITT 30.2 will be carried out as specified in Section III, Evaluation and Qualification Criteria.</p> |

- 31.2 The weights allocated to technical factors and sub-factors are specified **in the TDS**.
- 32. Evaluation of Tenderer's Qualification**
- 32.1 The Employer shall determine to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with **ITT 12.2(e)**, and Section III, Evaluation and Qualification Criteria, the Tenderer continues to be qualified to satisfactorily perform the Contract.
- 32.2 Only Tenders that are both substantially responsive to the Tender Document and are qualified shall have their envelopes marked "Financial Part" opened at the second public opening.
- 33. Notification of Evaluation of Technical Parts**
- 33.1 Following the completion of the evaluation of the Technical Parts of Tenders, the Employer shall make the following notifications:
- (a) Notify in writing those Tenderers whose Tenders were considered substantially non-responsive to the requirements in the Tender Document, advising them of the following information:
 - (i) the grounds on which their Technical Part of Tender fail to meet the requirements of the Tender Document;
 - (ii) their envelope marked "Financial Part" will be returned to them unopened after the completion of the Tender process and the signing of the Contract;
 - (b) simultaneously, notify in writing those Tenderers whose Tenders were considered substantially responsive to the Tender Document, advising them of the following information:
 - (i) the name of each Tenderer whose Tender has been evaluated as substantially responsive to the Tender Document;
 - (ii) the evaluated technical scores of each Tenderer.
 - (c) notify all Tenderers in accordance with the one of following two options:
 - (i) Option 1: when BAFO (**Best and Final Offer**) or Negotiations is not to be applied, the date, time and location of the public opening of the envelopes marked 'Financial Part', or;
 - (ii) Option 2: when BAFO or Negotiations apply as specified **in the TDS ITT 44 and ITT 46** respectively, that: (i) the envelopes marked 'Financial Part' will not be opened in public, but in

the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Tenderers whose Financial Parts will be opened and the total Tender prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

H. OPENING OF FINANCIAL PARTS OF TENDERS

- 34. Public Opening of Financial Parts when BAFO or negotiations do not apply**
- 34.1 When BAFO or negotiations do not apply as specified **in the TDS**, the Financial Parts will be opened in public by the Employer in the presence of Tenderers, or their designated representatives, and anyone else who chooses to attend. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Tenderer, the technical score, the total Tender prices, per lot (contract) if applicable, including any discounts, the presence or absence of a Tender Security or Tender-Securing Declaration, if required and any other details as the Employer may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Tender - Financial Part and the Schedule of Rates and Prices (if any) are to be initialed by representatives of the Employer attending the public opening in the manner specified **in the TDS**.
- 34.2 The Employer shall prepare a record of the Financial Part of the Tender opening that shall include, as a minimum:
- (a) the name of the Tenderers whose Financial Part was opened;
 - (b) the technical scores; and
 - (c) the Tender prices, per lot (contract) if applicable, including any discounts.
- 34.3 The Tenderers whose envelopes marked “Financial Part” have been opened, or their 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.
- 35. Opening of Financial Parts when BAFO or**
- 35.1 When, as specified **in the TDS**, BAFO or negotiations apply the Financial Parts will not be opened in public, and will be opened in the presence of a Probity Assurance Provider appointed by the Employer.

**negotiations
apply**

- 35.2 At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall record the names of each Tenderer, and the total Tender prices and any other details as the Employer may consider appropriate. The Letter of Tender - Financial Part and the Price Schedules are to be initialed by representatives of the Employer attending the opening and by the Probity Assurance Provider.
- 35.3 The Employer shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
- (a) the name of the Tenderers whose Financial Part was opened;
 - (b) the Tender prices including any discounts; and
 - (c) the Probity Assurance Provider’s report of the opening of the Financial Part.
- 35.4 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked “Financial Part” and the record of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.

I. EVALUATION OF FINANCIAL PART OF TENDERS**36. Nonmaterial
Nonconformities**

- 36.1 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 by adding the average price of the item or component quoted by substantially responsive Tenderers. If the price of the item or component cannot be derived from the price of other substantially responsive Tenderers, the Employer shall use its best estimate.

**37. Arithmetic
Correction**

- 37.1 The Employer shall correct arithmetical errors on the following basis:
- (a) **Schedule of Priced Sub-activity:** where there are errors between the total of the amounts given under the column for Sub-activity Price and the amount given under the total for the Sub-activity, the former shall prevail, and the latter will be corrected accordingly;
 - (b) **Schedule of Priced Activity:** where there are errors between the total of the amounts given under the column

for the Activity Price and the amount given under the total price of Activities, the former shall prevail, and the latter will be corrected accordingly;

- (c) where there are errors between the total of the amounts in the Schedule of Priced Sub-activity and the corresponding amount in the Schedule of Priced Activity, the former shall prevail, and the latter will be corrected accordingly;
- (d) **Grand Summary:** where there are errors between the total price of Activities in the Schedule of Priced Activities and the amount given in Grand Summary, the former shall prevail, and the latter will be corrected accordingly; and
- (e) 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) to (d) above.

37.2 A Tenderer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with **ITT 37.1** shall result in the rejection of the Tender.

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| 38. Conversion to Single Currency | 38.1 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted into a single currency as specified in the TDS . |
| 39. Provision for Development of Domestic Industry | 39.1 Unless otherwise specified in the TDS , provision for development of domestic industry (such as a margin of preference for domestic Tenderers ¹) shall not apply. |
| 40. Evaluation of Financial Parts | <p>40.1 To evaluate each Tender's Financial Part, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the Tender price, excluding provisional sums and the provision, if any, for contingencies in the Schedule of Priced Activities, but including Daywork items, where priced competitively; |

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 Tenderer 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.

- (b) price adjustment for correction of arithmetic errors in accordance with **ITT 37.1**;
- (c) price adjustment due to discounts offered in accordance with **ITT 15.7**;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITT 36.1**;
- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with **ITT 38.1**; and
- (f) any additional evaluation factors indicated **in the TDS** and detailed in Section III, Evaluation and Qualification Criteria.

40.2 If price adjustment is allowed in accordance with **ITT 15.5**, 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.

40.3 If this Tender Document allows Tenderers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Tender using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot, or slice shall not be considered for Tender evaluation.**

41. Abnormally Low-Priced Tenders

41.1 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 to perform the Contract for the offered Tender price.

41.2 When the offered Tender price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- (a) identify abnormally low prices for activities and sub-activities by comparing them with the Engineer's estimates, other substantially responsive Tenders, or recently awarded similar contracts;
- (b) clarify and analyze the Tenderer's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the Tender.

41.3 With regard to **ITT 41.2 (b)** above, the Employer will seek a written clarification from the Tenderer of the reasons for the

offered Tender price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the tenderer for the works, equipment or services proposed.

41.4 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. In such a case, the Employer shall seek written confirmation from the Tenderer during Tender evaluation. If the Tenderer does not accept the increase of the amount of the Performance Security, its Tender shall be rejected; 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.

42. Unbalanced or Front Loaded Tenders

42.1 If the Tender that is evaluated as the lowest evaluated cost 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 the Works, proposed methodology, schedule and any other requirements of the Tender Document.

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

- (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.

J. COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PARTS

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| 43. Combined Evaluation of Technical and Financial Parts | 43.1 The Employer's evaluation of responsive Tenders will take into account technical factors, in addition to cost factors in accordance with Section III, Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the TDS . The Employer will rank the Tenders based on the evaluated Tender score (B). |
| 44. Best and Final Offer (BAFO) | <p>44.1 After completion of the combined technical and financial evaluation of Tenders, if specified in the TDS, the Employer may invite those Tenderers to submit their BAFOs. The procedure for submitting BAFOs will be specified in the TDS. BAFO is a final opportunity for Tenderers to improve their Tenders without changing the specified business function and performance requirements in accordance with the Tender Document. Tenderers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.</p> <p>44.2 BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Tenders will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.</p> |
| 45. Most Advantageous Tender (MAT) | <p>45.1 The Most Advantageous Tender is the Tender of the Tenderer that meets the Qualification Criteria, and whose Tender has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the Tender Document; and (b) the highest scoring Tender, after the combined technical and financial evaluation. |
| 46. Negotiations | <p>46.1 If specified in the TDS, the Employer may conduct negotiations following the evaluation of Tenders and before the final contract award. The procedure of the negotiations will be specified in the TDS.</p> <p>46.2 Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.</p> <p>46.3 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.</p> <p>46.4 The Employer may negotiate first with the Tenderer that has the Most Advantageous Tender. If the negotiations are unsuccessful</p> |

the Employer may negotiate with the Tenderer that has the next Most Advantageous Tender, and so on down the list until a successful negotiated outcome is achieved.

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| <p>47. Employer's Right to Accept Any Tender, and to Reject Any or All Tenders</p> | <p>47.1 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.</p> |
| <p>48. Standstill Period</p> | <p>48.1 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 52. 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.</p> |
| <p>49. Notification of Intention to Award</p> | <p>49.1 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:</p> <ul style="list-style-type: none"> (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, their Tender prices as readout and as evaluated, and their technical and financial scores, and the combined scores; (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful; (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. |

K. AWARD OF CONTRACT

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| <p>50. Award Criteria</p> | <p>50.1 Subject to ITT 47.1, the Employer shall award the Contract to the Tenderer with the Most Advantageous Tender, provided that the Tenderer is determined to be eligible and qualified to perform the Contract satisfactorily.</p> |
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51. Notification of Award

- 51.1 Prior to the date of expiry of the Tender validity, and upon expiry of the Standstill Period, specified in **ITT 48.1** 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”).
- 51.2 Within ten (10) Business Days from the 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 selection method used;
 - (c) names of all Tenderers that submitted Tenders, their Tender prices as read out at Tender opening and as evaluated, and their technical and financial scores, and combined scores;
 - (d) name of Tenderers whose Tenders were rejected and the reasons for their rejection;
 - (e) the name of the successful Tenderer, the final total ontract price, the contract duration and a summary of its scope; and
 - (f) successful Tenderer’s Beneficial Ownership Disclosure Form, if specified in **TDS ITT 53.1**.
- 51.3 The Contract Award Notice shall be published on the Employer’s website, as indicated in the TDS, 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 Bank will also assist in the publication of the contract award notice on the AIIB website and other appropriate platform/s. A template is provided **in the TDS** to facilitate the publication.
- 51.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

52. Debriefing by the Employer

- 52.1 On receipt of the Employer’s Notification of Intention to Award referred to in **ITT 49**, 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.

- 52.2 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.
- 52.3 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)-Business Day deadline shall not lead to extension of the Standstill Period.
- 52.4 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderers shall bear their own costs of attending such a debriefing meeting. The Employer shall prepare a Minutes of Debriefing.

53. Signing of Contract

- 53.1 The Letter of Acceptance including the Contract Agreement sent by the Employer to the successful Tenderer (refer **ITT 51.1**) will include a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 53.2 The successful Tenderer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

54. Performance Security

- 54.1 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, subject to **ITT 42.2 (b)**, using the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer.
- 54.2 Failure of the successful Tenderer to submit the above-mentioned 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.

**55. Procurement-
Related
Complaint**

55.1 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 proposed Works 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.]

ITT Reference	A. General
ITT 1.1	<p>The reference number of the Tender is: <i>[insert reference number of the Request for Tenders]</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 2.1	<p>The Recipient¹ 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 Notice of Tender]</i></p>
ITT 2.1	<p>Loan or Financing Agreement amount: <i>[insert US\$ equivalent]</i></p> <p>The name of the Project is: <i>[insert name of the project]</i></p>

¹ Recipient means the beneficiary of Bank financing for a Project, which is responsible for the procurement of the goods, works and services required for the Project.

ITT 1.3 (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 procurement process:</p> <p><i>[insert name of the e-system and url address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <p><i>[insert aspects e.g., issuing Tender Document, submissions of Tenders, opening of Tenders]”</i></p>
ITT 4.1	Maximum number of members in the JV shall be: <i>[insert a number]</i>
ITT 4.5	A list of debarred firms and individuals is available on the Bank’s website: https://www.aiib.org/debarment/
B. Tender Document	
ITT 7.1	<p>For <u>Clarification of Tender purposes</u> only, the Employer’s address is:</p> <p><i>[Insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITT 23.1 for Tender submission]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert fax number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert email address, if applicable]</i></p> <p>Requests for clarification shall be received by the Employer no later than: <i>[insert number of days].</i></p>
ITT 7.1	Web page: <i>[in case used, identify the widely used website or electronic portal of free access where Tendering process information is published]</i>
ITT 7.4	A Pre-Tender meeting <i>[insert “shall” or “shall not”]</i> take place at the following date, time and place:

	<p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p> <p>A site visit conducted by the Employer <i>[insert “shall be” or “shall not be”]</i> organized.</p> <p><i>[A pre-Tender meeting/site visit is highly recommended for such single-stage-two-envelope tendering process. In a single stage process, unlike a two stage process, Tenderers and the Employer do not have the opportunity to carry out a dialogue at the end of the first stage. A comprehensive pre-Tender meeting/site visit could help the Tenderers to better understand the requirements and site conditions. This would also be an opportunity for the Recipient to get feedback on its requirements and to make amendments if required.]</i></p>
C. Preparation of Tenders	
ITT 11.1	<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 _____ language.</p> <p>The Tender as well as all correspondence shall be submitted in _____. <i>[Insert the language of the Tender Document in case of one language]</i></p> <p><i>[Note: If the Tender Document is issued in more than one language, the following text shall be inserted above: “in one of the above languages”]</i></p> <p>Language for translation of supporting documents and printed literature is _____. <i>[specify one language]</i></p>
ITT 12.2 (k)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <p><i>[list any additional document not already listed in ITT 12.2 that must be submitted with the Technical Part of Tender]_The list of additional documents shall include the following:]</i></p> <ul style="list-style-type: none"> (i) Code of Conduct: Environmental, Social, Health and Safety (ESHS) (ii) Management Strategies and Implementation Plans (MSIP) to manage ESHS risks (iii) Outline Labor Management Plan

	(iv) Outline Quality Management Plan.
ITT 12.3 (e)	The Tenderer shall submit with its Tender the following additional documents: <i>[list any additional document not already listed in ITT 12.3 that must be submitted with the Financial Part of Tender]’ otherwise state ‘none’.</i>
ITT 14.1	Alternative Tenders <i>[insert “shall be” or “shall not be”]</i> _____ considered. <i>[If alternatives shall be considered, the methodology shall be defined in Section III Evaluation and Qualification Criteria.]</i>
ITT 15.1	<p>(a) <i>[if there are specific circumstances, where only certain components of the Works are to be on single responsibility basis and/or if there are components of the Works to be provided under the responsibility of the Employer, the following text may be used, and parts of the Tender Document (such as the Employer’s Requirements, Tender submission forms) modified to accommodate this requirement; otherwise delete:</i></p> <p>“Tenderers shall propose for the following component of the Works on a single responsibility basis: _____</p> <p>and/or</p> <p>The following components of the Works will be provided under the responsibility of the Employer”]</p> <p><i>[Design and Build- Works are normally contracted on the basis of single responsibility basis and this Tender Document is designed for that purpose. It is not recommended to dilute the single responsibility approach unless there are justifiable reasons.]</i></p> <p>(b) <i>[the Contract Price shall be a lump sum amount, subject to any adjustments, in accordance with the Contract. However, if <u>any part of the Works</u> is to be paid according to quantity supplied or work done, the provisions for measurement and evaluation shall be as stated in the Particular Conditions of Contract- Part B- Sub-Clause 14.1.</i></p> <p><i>If not applicable, delete this 15.1(b). If applicable state: “The parts of the Works for which payment will be made on the basis of measurement are specified in _____. The method for determining the payment for these parts of the Works is also specified in Sub-Clause 14.1 of the Particular Conditions of Contract- Part B”]</i></p>
ITT 15.3	The prices quoted by the Tenderer <i>[insert “shall “or “shall not”]</i> _____ be subject to adjustment during the performance of the Contract.
ITT 16.1	<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 prices shall be quoted by the Tenderer in the Schedules of Priced Activities and Sub-activities 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 (Financial Tender Forms) - 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 (Financial Tender Forms) - 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 prices shall be quoted by the Tenderer in the Schedules of Priced Activities and Sub-activities 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 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>A Tender-Securing Declaration <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. The amount of the Tender Security should be stated as a fixed amount, normally computed as 1% to 2% of the estimated contract value, or each lot in case of lots. The amount may be reduced for very large contracts. Otherwise insert “Not Applicable”.] [In case of lots, please insert amount and currency of the Tender Security for each lot.]²</i></p>

² The amount of the Tender Security should be stated as a fixed amount, normally computed as 1% to 2% of the estimated contract value, or each lot in case of lots. The amount may be reduced for very large contracts.

	<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><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if a Tender Security is not required under provision ITT 19.1 and the Employer wishes to declare the Tenderer ineligible for a period of time should the Tenderer perform the actions mentioned in provision ITT 19.9. Otherwise omit.]</i></p> <p>If the Tenderer performs any of the actions prescribed in ITT 19.9 (a) or (b), the Recipient will declare the Tenderer ineligible to be awarded contracts by the Employer for a period of _____ years <i>[insert period of time]</i> starting from the date the Tenderer performs any of the actions.</p>
ITT 19.3 (d)	<p>Other types of acceptable securities:</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 required but no other forms of Tender securities besides those listed in ITT 19.3 (a) through (c) are acceptable.]</i> _____</p>
ITT 20.1	<p>The Tender shall be valid until _____ <i>[insert day, month and year]</i>.</p> <p><i>[insert day, month and year, taking into account reasonable time needed to complete the Tender evaluation, obtain necessary approvals and the Bank’s No-objection (if subject to prior review by the Bank).] [To minimize the risk of errors by Tenderers, the Tender validity period is a specific date and not linked to the deadline for submission of Tenders. As stated in ITT 20.1, if there is a need to extend the date, for example because the Tender submission deadline is significantly extended by the Employer, the revised Tender validity date shall be specified in accordance with ITT 8.]</i></p>
ITT 20.3	<p>The Tender price shall be adjusted by the following factor(s): _____</p> <p><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></p>
ITT 21.1	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _____</p> <p><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</i></p>

	<i>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 of Tenders	
ITT 22.1(b)	In addition to the original of the Tender, the number of copies is: <i>[insert number of copies]</i> _____
ITT 23.1	<p>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></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>The deadline for Tender submission is:</p> <p>Date: <i>[insert day, month, and year, e.g., 15 June, 2020]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i></p> <p><i>[The date and time should be the same as those provided in the Notice of Tender, unless subsequently amended pursuant to ITT 23.2]</i></p> <p><i>[If the deadline for the submission of Tenders is extended, the date for Tender validity specified in TDS ITT 20.1 shall be adjusted accordingly.]</i></p>
ITT 23.1	<p>Tenderers _____ <i>[insert "shall" or "shall not"]</i> have the option of submitting their Tenders electronically.</p> <p><i>[The following provision should be included, and the required corresponding information inserted <u>only</u> if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i></p> <p>The electronic Tender submission procedures shall be: <i>[insert a description of the electronic Tender submission procedures.]</i></p>
E. Opening of Technical Parts of Tenders	
ITT 26.1	<p>The Tender opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p>

	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., 15 June, 2020]</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 ITT 23.1]</i>
ITT 26.1	<i>[The following provision should be included, and the required corresponding information 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>

G. Evaluation of Technical Parts of Tenders

ITT 31.2	The technical factors and sub-factors, and the corresponding weights are: <table border="1" style="width: 100%;"> <tr> <th colspan="2">The technical factors (sub-factors) and the corresponding weight out of 100% are:</th></tr> <tr> <th style="text-align: center;">Technical Factor</th><th style="text-align: center;"><i>Weight in Percentage (insert weight in %)</i></th></tr> <tr> <td>1. Extent to which the proposed Works exceed the Employer's Requirements [see ITT 18]</td><td></td></tr> <tr> <td>2. Design Proposal</td><td></td></tr> <tr> <td>3. Construction Management Strategy</td><td></td></tr> <tr> <td>4. Method Statements for key construction activities</td><td></td></tr> <tr> <td>5. Quality of Sustainable Procurement [see Sections III, IV and VII]</td><td></td></tr> <tr> <td>6. Code of Conduct: Environmental, Social, Health and Safety (ESHS)</td><td></td></tr> <tr> <td>7. Work Program</td><td></td></tr> <tr> <td>8. ESHS Management Strategies and Implementation Plans</td><td></td></tr> <tr> <td>9. Site organization, team composition, qualifications and experience of Contractor's Personnel</td><td></td></tr> <tr> <td>10. Risk assessment and proposed management plan</td><td></td></tr> <tr> <td>11. Key Equipment Strategy and proposed items of equipment</td><td></td></tr> </table>	The technical factors (sub-factors) and the corresponding weight out of 100% are:		Technical Factor	<i>Weight in Percentage (insert weight in %)</i>	1. Extent to which the proposed Works exceed the Employer's Requirements [see ITT 18]		2. Design Proposal		3. Construction Management Strategy		4. Method Statements for key construction activities		5. Quality of Sustainable Procurement [see Sections III, IV and VII]		6. Code of Conduct: Environmental, Social, Health and Safety (ESHS)		7. Work Program		8. ESHS Management Strategies and Implementation Plans		9. Site organization, team composition, qualifications and experience of Contractor's Personnel		10. Risk assessment and proposed management plan		11. Key Equipment Strategy and proposed items of equipment	
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11. Key Equipment Strategy and proposed items of equipment																											

	12. Any other additional factors <i>[add any other factors as appropriate]</i>	
	Total	100
	<p><i>[The above technical factors may be modified as appropriate to ensure that the documents required to be submitted by Tenderers as part of their technical parts of tender (Section IV) enable evaluation of the technical factors.]</i></p> <p><i>[The weights should be allocated in terms of the relative significance of the technical factors. Insert specific technical sub-factors and corresponding weights, as appropriate.]</i></p> <p><i>[If the contract has been assessed to present potential or actual cyber security risks, the 'Risk assessment and proposed management plan' technical factor must be required to include, among other key risks, method statement, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the risk assessment and proposed management plan must include proposed supply chain risks management plans.]</i></p>	
H. Opening of Financial Parts of Tenders		
ITT 34.1	The Letter of Tender – Financial Part and Price Schedules shall be initialed by <i>[insert number]</i> representatives of the Employer conducting Tender opening. <i>[Insert procedure: Example: Each Tender shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]</i>	
I. Evaluation of Financial Parts of Tenders		
ITT 38.1	<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 for determining exchange rates is: <i>[insert a publicly available source and specific exchange rate, such as the closing selling rate]</i></p> <p>The date for the exchange rate shall be seven (7) days prior to the deadline for submission of Tenders as specified in ITT 23, unless otherwise specified by the Employer.</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>Alternative A: Tenderers quote entirely in local currency</p> <p>For comparison of Tenders, the Tender price, corrected pursuant to ITT 37.1, 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 ITT 16.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in</p>	

	<p>which the Tender price is payable (excluding Provisional Sums) 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>OR</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 37.1, is payable (excluding Provisional Sums) 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>
ITT 39.1	<p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if the Employer intends to apply provisions for development of domestic industry (such as a margin of preference) and it is allowed in the Procurement Plan for the subject contract. Otherwise delete.]</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 provision applies, the application methodology shall be defined in Section III, Evaluation and Qualification Criteria.]</i></p>
ITT 40.1 (f)	<p>The adjustments shall be determined using the following criteria as detailed in Section III:</p> <ul style="list-style-type: none"> (a) Deviation in Time Schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria];</i> (b) Life cycle costs: the projected operating and maintenance costs for the Works <i>[insert Yes or No. If yes, insert the methodology and criteria in Section III, Evaluation and Qualification Criteria];</i> (c) Sustainable Procurement: <i>[insert Yes or No. If yes, insert the methodology and criteria in Section III, Evaluation and Qualification Criteria];</i> and (d) <i>[insert any other specific criteria here and provide details in Section III, Evaluation and Qualification Criteria]</i>
J. Combined Evaluation of Technical and Financial Parts	
ITT 43.1	<p>The weight to be given for cost is: _____ <i>[indicate weight for cost such that weight for cost plus weight for total technical score is 1(one).]</i></p>
ITT 44.1	<p>BAFO <i>[“applies” / “does not apply”]</i>.</p> <p>If BAFO applies, the procedure will be: _____</p>
ITT 46.1	<p>Negotiations <i>[“apply” / “do not apply”]</i>.</p> <p>If negotiations apply, the procedure will be: _____</p>

K. Award of Contract	
ITT 51.3	<p>The template for publication of contract award is available on the Bank's website: https://www.aiib.org/en/opportunities/business/project-procurement/download/Template_Contract-Award-Notice_Goods-Works-Non-Consulting-Services.pdf</p>
ITT 55.1	<p>The procedures for making a Procurement-Related Complaint are detailed in the Bank's Directive on Procurement Instructions for Recipients (Annex III). 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 email 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>Email address: <i>[insert email 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 this Tender Document; 2. the Employer's decision to exclude a Tenderer from the procurement process prior to the award of contract; and 3. the Employer's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

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A. Technical Part

1. Qualification

1.1 Update of Information

The Tenderer and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification.

1.2 Financial Resources

Using the relevant Form FIN-3.3 in Section IV, Tender Forms, the Tenderers must demonstrate sufficient financial resources, such as working capital, lines of credit and other financial means (independent of any contractual advance payments), available to meet:

(i) the following cash-flow requirement:

.....

and

(ii) the overall cash flow requirements for this contract and its current works commitment.

1.3 Contractor's Representative and Key Personnel

The Tenderer must demonstrate that it will have a suitably qualified Contractor's Representative and sufficient suitably qualified Key Personnel as described in the Employer's Requirements.

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

1.4 Equipment

The Tenderer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to perform the Contract.

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section IV.

Noncompliance with equipment and key personnel requirements described in Section VII, Employer's Requirements shall not normally be a ground for tender rejection, and such noncompliance will be subject to clarification during tender evaluation and rectification prior to contract award.

1.5 Subcontractors

Any Specialized Sub-contractor identified at the time of Prequalification shall continue to meet the applicable requirements.

Any other additional subcontractors for the following major activities/ sub-activities must meet the following minimum criteria:

<i>[Activity/Sub-activity No.]</i>	<i>Description of [List Activity/Sub-activity]</i>	<i>Minimum Criteria to be met</i>
1		
2		
3		
...		

1.6 Alternative Technical Tenders

Alternative Technical Tenders, if permitted under ITB 13.3, they will be evaluated as follows:

NOTE

The Employer shall describe how this factor will be evaluated; otherwise delete if not permitted under ITB 13.3

2. Evaluation of Technical Part (ITT 31)

The technical factors, and sub factors if any, to be evaluated and the corresponding weights are specified in the **TDS ITT 31.2**.

.....

TECHNICAL PART SCORING METHODOLOGY

[NOTE TO THE EMPLOYER: The Employer shall develop a scoring methodology to be included here. The following is only an example and should be modified to fit the purpose:]

<i>Score (of the total score for the factor / subfactor as applicable)</i>	<i>Description</i>	<i>Remarks</i>
<i>0</i>	<i>The requirements are not met; no relevant information to demonstrate how the requirements are met</i>	
<i>1</i>	<i>Requirements are generally met but with deficiencies such as insufficient information or information that lacks clarity</i>	

<i>Score (of the total score for the factor / subfactor as applicable)</i>	<i>Description</i>	<i>Remarks</i>
2	<i>Sufficient information to demonstrate how the requirements will be met</i>	
3	<i>Sufficient information to demonstrate that the requirements will be marginally exceeded</i>	
4	<i>Sufficient information that significantly exceed the requirements; proposal contributes to significant value addition</i>	

If as per ITT 31.2, the technical factors (and sub-factors, if applicable) are weighted in terms of relevance, the total technical score would be the weighted average in percentage.

- (a) 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

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

- (b) The Factor Technical Scores will be combined in a weighted sum to form the total Technical Tender 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

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

B. Financial Part

1. Provision for Development of Domestic Industry (ITT 39)

If the TDS so specifies, the Employer will grant the application of provision for development of domestic industry, such as a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Recipient and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The Tender Document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Tenders to give effect to such preference.
- (b) After Tenders have been received and reviewed by the Employer, responsive Tenders shall be classified into the following groups:
 - (i) Group A: Tenders offered by domestic contractors eligible for the preference;
 - (ii) Group B: Tenders offered by other contractors.

All evaluated Tenders in each group shall, as a first evaluation step, be compared to determine the Most Advantageous Tender, and the Most Advantageous Tender in each group shall be further compared with each other. If a result of this comparison, a Tender from Group A is the Most Advantageous Tender, it shall be selected for the award, if the Tenderer is qualified. If a Tender from Group B is the Most Advantageous Tender, as a second evaluation step, all Tenders from Group B shall then be further compared with the Most Advantageous Tender from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Tender price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums, if any, shall be added to the evaluated cost offered in each Tender from Group B. If the Tender from Group A is the Most Advantageous Tender, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

2. Evaluation of Financial Part (ITT 40.1(f))

The following factors and methods will apply: *[use one or more of the following adjustment factors consistent with ITT 40.1 (f) of the TDS]*

(a) Time Schedule

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.86. No credit will be given for earlier completion. Tenders offering a Time for Completion of Works beyond the designated period shall be rejected.

Or

Time to complete the Works from the Commencement Date, as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.86, shall be between _____ minimum and _____ maximum. The adjustment rate in the event of completion beyond the minimum period shall be _____ (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Tenders offering a completion date beyond the maximum designated period shall be rejected.

(b) Life Cycle Costs

[Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the Works are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. It shall be evaluated on a net present value basis. If life cycle costing is to be applied for Tender evaluation, the Employer shall specify the relevant information on its application here:]

[State either life cycle costing “shall” or “shall not apply”. If life cycle costing applies for Tender evaluation, the methodology and the information expected from Tenderers shall be specified.]

The factors for calculation of the life cycle cost are:

- (i) number of years for life cycle: _____ *[Insert number of years]*,
- (ii) operating costs: _____ *[state how they will be determined]*,
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation: _____ *[state how they will be determined]*, and
- (iv) discount rate: _____ *[insert discount rate in percent]* to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

(c) Sustainable Procurement

[Specify adjustments, if any, to be made for financial Tender evaluation purposes for quantifiable sustainable procurement requirements. Ensure that there is no duplication (double counting) with the point system technical factors/subfactors specified in TDS ITT 31.2.]

(d) Specific Additional Criteria

The relevant evaluation method, if any, shall be as follows:

.....

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Tender Cost (C).”

C. Combined Evaluation of Technical and Financial Parts**1. Combined Evaluation**

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

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

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

where

C = Evaluated Tender Cost

C_{low} = the lowest of all Evaluated Tender Cost among responsive Tenders

T = the total Technical Score awarded to the Tender

T_{high} = the highest of all Technical Scores among responsive Tenders

X = weight for Cost

The Tender with the highest evaluated Tender Score (B) among the responsive Tenders shall be the Most Advantageous Tender provided that the Tenderer is qualified to perform the Contract.

D. Multiple Contracts (ITT 40.3)

If not applicable state ‘Not Applicable’

If in accordance with **ITT 1.1**, Tenders are invited for more than one lot, the contract will be awarded to the Tenderer or Tenderers with the Most Advantageous Tender for the individual lots.

However, if a Tenderer, with Tenders that are substantially responsive and with highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for combination of lots for which Tenderers are qualified.

[Note - Example of the above scenario: A Tenderer who was prequalified for either Lot A or Lot B but not both submits Tenders for Lots A and B. These two Tenders are substantially responsive and get the highest total score for Lot A and Lot B respectively. In such a case, a decision has to be made on whether this Tenderer should be awarded Lot A or Lot B by considering the combined scores of Tenderers for Lot A and Lot B.]

Cross discounts for award of multiple lots shall not be considered.

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Proposal Forms

Letter of Tender - Technical Part

INSTRUCTIONS TO TENDERERS

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

Place this Letter of Tender in the first envelope “TECHNICAL PART”.

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

Note: All italicized text in black font is to help Tenderers in preparing this form and Tenderers shall delete it from the final document.

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

Tender No.: *[insert number of the Tendering process]*

Tender Title: *[insert description of the Tendering process]*

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

To: *[Employer insert: **name and address of Employer**]*

Dear Sir or Madam:

We, the undersigned Tenderer, hereby submit our Tender, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Tender, we declare that:

- (a) **No Reservations:** We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);
- (b) **Eligibility:** We certify that we, including any subcontractors or manufacturers for any part of the contract, 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 Declaration or Tender-Securing Declaration in the Employer’s country in accordance with ITT 4.7;

- (d) **Conformity:** We offer to provide, in full conformity with the Tender Document, the following Works: *[insert a brief description of the Works]*; and undertake, if our Tender is accepted, to commence the Works and achieve Completion within the respective times stated in the Tender Documents;
- (e) **Tender Validity:** Our Tender shall be valid until *[insert day, month and year in accordance with ITT 20.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date or any extension thereto;
- (f) **Security:** If our Tender is accepted, we commit to provide an Advance Payment Security and a Performance Security in the form, in the amounts, and within the times specified in the Tender Document;
- (g) **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 14;
- (h) **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;
- (i) **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];*
- (j) **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;
- (k) **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;
- (l) **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;
- (m) **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; and
- (n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1.	
2.	
3.	

- (o) We acknowledge that the Attachment 1 to the Letter of Tender – Covenant of Integrity, form part of this Letter of Tender.

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.

**: 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.

ENCLOSURE(S):

Letter of Tender – Financial Part

INSTRUCTIONS TO TENDERERS

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

Place this Letter of Tender in the second envelope “FINANCIAL PART”.

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

Note: All italicized text in black font is to help Tenderers in preparing this form and Tenderers shall delete it from the final document.

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

Tender No.: *[insert number of the Tendering process]*

Tender Title: *[insert description of the Tendering process]*

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

To: *[Employer insert: **name and address of Employer**]*

Dear Sir or Madam:

We, the undersigned Tenderer, hereby submit the second part of our Tender, the Financial Part.

In submitting our Tender, we declare that:

- (a) **Tender Validity:** Our Tender shall be valid until *[insert day, month and year in accordance with ITT 20.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date or any extension thereto;
- (b) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*

In case of only one lot, the total price is [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

or

In case of multiple lots, (i) the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (ii) 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]*;

(c) **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]*.

(d) **Commissions, Gratuities and 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.”]

(e) **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.

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.

**: 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.

ENCLOSURE(S):

Appendix to Tender (Financial Tender Forms)

Schedule of Cost Indexation

[Note to Employer: The Schedule of Cost Indexation shall normally be applied for contracts where the specified Time for Completion exceeds 18 months. Contracts for shorter specified Time for Completion, where local or foreign inflation is expected to be high, shall also include Schedule of Cost Indexation as appropriate.]

*[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:]

If in accordance with GC 13.7, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor, equipment and material components, in accordance with the following formula:

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

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 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“Lo”, “Eo”, “Mo”, ... 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 labor and/or materials 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.

Schedule 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 Related 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)

[If the Tenderer is allowed to receive payment in foreign currencies, this table shall be used.]

Name of Currency: *[Insert name of currency]* *[If the 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 Related Source Currency in type/amount	Equivalent in FC1	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 C. Summary of Payment Currencies

Table: Alternative A

(To be used only with TDS ITT 16.1 Alternative A)

For _____ *[insert name of Section of the Works]*

Name of Payment Currency	Amount of Currency	Rate of Exchange (local currency per unit of foreign)	Local Currency Equivalent	Percentage of Total Tender Price (TTP)
	A	B	$C = A \times B$	$D = (C / TTP) \times 100$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency #3 _____				
Total 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 TDS ITT 16.1 Alternative B)*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>

Schedule of Priced Activities and Sub-activities

The total of the prices of the activities in the Schedule of Priced Activities is the Tenderer's offer to complete the works on a "single responsibility" basis.

The price of any activity or sub-activity that the Tenderer may have omitted is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.

Sample Schedule of Priced Activities Table

[To be completed by the Tenderer (more tables to be used by the Tenderer as appropriate)]

Activity No.	Description of Activity	Activity Price
1.	e.g., Design Services	
2.	Mobilization	
3.	Construction	
4.	Etc.	
5.	Etc.	
	Total Price of Activities carried forward to Grand Summary, Page ____	

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	
2.	
3.	
4.	
5.	etc.	
	Total Price of Sub-activities carried forward to the Schedule of Priced Activity, Page ____	

Daywork Schedule

[Note to the Employer:

For work of a minor or incidental nature, the Engineer may instruct that a variation shall be executed on a daywork basis. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. If a Daywork Schedule is to be included in the Tender Document, 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 Grand Summary in order to make the basic Schedule of Daywork Rates competitive.

If a Day work schedule is not included, Sub-Clause 13.6 of the General Conditions will not apply.]

General

1. Reference is made to Sub-Clause 13.5 of the General Conditions. Works 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 Price. 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 Borrower] 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).¹
- (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.
 - (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);²
 - (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.

¹ The Tenderer shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

² The Tenderer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

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 travelling 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).¹
 - (b) local: _____ percent (to be stated by the Tenderer).

¹ The Tenderer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

a. To be entered by the Tenderer.

a. To be entered by the Tenderer.

a. To be entered by the Tenderer.

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 Grand Summary, p. _)	_____	_____

a. The Employer should insert local currency unit.

Specified Provisional Sums

Item no.	Description	Amount
1		
2		
3		
4		
	<i>[To be entered by the Employer; The provisional sums shall include an estimated amount to cover the Employer's portion (50%) of DAAB's fees and expenses.]</i> Provisional sums for the Employer's portion of DAAB costs	
	<i>[To be entered by the Employer; Delete if not applicable:]</i> Provisional sums for any specific ES outcomes	
etc.		
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. ____)		

Grand Summary

General Summary	Page	Amount
<i>Subtotal of Activities</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum)*</i>	<i>(B)</i>	
<i>Specified Provisional Sums</i> ⁱⁱ	<i>(C)</i>	<i>[sum]</i>
<i>Total of Activities and Provisional Sums (A + B + C)</i> ⁱ	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)</i> ⁱⁱ	<i>(E)</i>	<i>[sum]</i>
<i>Tender Price (D + E) (Carried forward to Letter of Tender)</i>	<i>(F)</i>	

ⁱ All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Employer's Representative in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions, except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.

ⁱⁱ To be entered by the Employer. It is recommended that the amount is provided in a fixed amount rather than percentage.

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

Schedule of Payments

[Note to the Employer]

- (i) *If payments to the Contractor are to be made in instalments pursuant to GC Sub-Clause 14.4, then the Employer shall include a table of instalments here. Please note the default position in accordance with GC Sub-Clause 14.4 when the Contract does not include a Schedule of Payments.*

If not already stated in the Contract Data, this section may include:

- *Table of Instalments*
- *Currencies of payment,*
- *Applicable exchange rates,*
- *Plant and Materials- If GC Sub-Clause 14.5 applies:*
 - *14.5(b)(i)-Plant and Materials for payment when shipped _____
[Include list, or state N/A if this is already taken into consideration in the Table of Instalments].*
 - *14.5(c)(i)-Plant and Materials for payment when delivered to the Site
_____ [Include list, or state N/A if this is already taken into
consideration in the Table of Instalments]*

- (ii) *If payments to the Contractor are to be made based on completion of Milestones (if any and as defined and described in the Contract), then the Employer shall include in the Schedule of Payment making explicit reference to the Milestone payments. To minimize the risk of disagreements, such payment milestones shall be carefully specified.]*

Schedule of Performance Guarantees and Performance Damages

[If applicable, insert the guarantees required by the Employer for performance of the Works or any part of the Works (as the case may be), and stating the applicable Performance Damages payable in the event of failure to attain any of the guaranteed performance (s). See GC Sub-Clauses 1.1.63, 1.1.74, 9.1 and 12.4]

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Design Proposal

The Employer may substitute, delete, or add other information specifying the activities that the tenderers shall describe in their Tender.

The Tenderer shall submit a design proposal which addresses as a minimum the following:

- (a) organizational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) proposed design deliverables *[Employer to specify any mandatory requirements appropriate to good international industry practice e.g., drainage, and temporary/permanent access for road projects];*
- (c) design statement setting out how the Employer's Requirements will be achieved;
- (d) comments on the Employer's Requirements, including:
 - i. status of the information available and relevant design issues for the Works;
 - ii. comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
 - iii. *[details of any exceptions in the conceptual design taken to the Employer's Requirements];*
- (e) Sustainable Procurement: sustainability aspects (e.g., energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Tenderer's approach and commitment to sustainable design and construction practices;
- (f) strategy for gathering baseline ES information in time to inform design development;
- (g) details of how the ES requirements, and any proposal to enhance ES outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;
- (h) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
- (i) any added value the Tenderer will bring including examples of innovative aspects of the design;
- (j) value engineering (value management) arrangements, including consideration of ES issues; and
- (k) software systems intended to be employed for planning, design, records and reporting.
- (l) *[modify/include any other relevant information, as appropriate.]*

Construction Management Strategy

The Employer may substitute, delete, or add other information specifying the activities that the tenderers shall describe in their Tender.

The Tenderer shall submit a construction management strategy which addresses as a minimum:

- (a) organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- (b) quality management system including an outline Quality Management Plan;
- (c) subcontractor selection and management;
- (d) proposals for training all personnel attending site;
- (e) stakeholder engagement;
- (f) obtaining and managing consents, permits and approvals;
- (g) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (h) construction phasing proposals including sequence of work and management of conflicting activities;
- (i) ensuring that geotechnical investigations or other advance works meet the ES requirements;
- (j) risk management approach for geotechnical and subsurface aspects of the Works;
- (k) sustainability aspects demonstrating the Tenderer's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (l) preparation, approval and implementation of the Contractor's environmental and social management plan;
- (m) preparation, approval and implementation of the Contractor's health and safety manual;
- (n) Outline Labor Management Plan that includes 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;
- (o) reporting arrangements, including topics (that include ES) and timescales in accordance with the Particular Conditions – Part B Sub-Clause 4.20;
- (p) arrangements for testing upon completion of the works;
- (q) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
- (r) *[modify/include any other relevant information, as appropriate.]*

Method Statements for Key Construction Activities

The Tenderer shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements.

[The Employer shall identify the key risks/ construction activities:

Examples:

- *foundation excavation;*
- *erection of steel structures;*
- *prevention of Sexual Exploitation, and Abuse (SEA);*
- *management of traffic including construction traffic;*
- *.....]*

Sustainable Procurement Proposal

[Note to Tenderer: In addition to submitting the required ES Management Strategies and Implementation Plans, the Tenderer shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII – Employer's Requirements would be addressed. The Tenderer shall also provide its proposal, if any, for exceeding the sustainable procurement requirements.]

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

The Tenderer shall submit its Code of Conduct: Environmental, Social, Health and Safety (ESHS) that will apply to Contractor's Personnel (as defined in Sub-clause 1.1.16 of the GCC), to include management of and restrictions on personnel's behavior with respect to host communities and ensure compliance with its ESHS obligations under the contract, including those as may be more fully described in the Environmental and Social (ES) Requirements in Section VII. For this purpose, the Code of Conduct Form provided below may be used for reference.

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.

As Bona fide Contractor, *[enter name of Contractor]* for the project (enter name of the project) we have signed a contract with *[enter name of Employer]* for *[enter specific description of the Works]*. These Works will be carried out at *[enter the Site and other locations where the Works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the Services and Works, including the risks of misdemeanor in workplace / worker's camps, sexual exploitation, abuse, harassment, and gender-based violence.

This Code of Conduct is part of the measures to deal with environmental and social risks related to the Works. This involves all workers, labor camps and the workplace. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the conduct that is required from all Contractor's Personnel.

In our workplace, unsafe, offensive, abusive, or violent behavior will not be tolerated, and all persons should feel comfortable raising issues or concerns without fear of retaliation.

Contractor's Personnel shall:

General Conduct

1. Make earnest efforts to understand his/her responsibilities detailed in this Code of Conduct and any other documents and trainings, as directed by the Employer. Proactively seek clarifications to enable work to be undertaken in strict compliance with this Code of Conduct.
2. Carry out his/her duties competently and diligently.
3. Comply with this Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Workers, colleagues working under the same contractor and any other person.
4. Maintain a safe working environment by:

- a. Abiding by safety guidelines to ensure that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health.
 - b. Using required Personal Protective Equipment.
 - c. All works are conducted with safety clearance and under appropriate supervision.
 - d. Using appropriate measures relating to chemical, physical, and biological substances, and agents.
 - e. Following applicable emergency operating procedures.
 - f. Providing separate, safe, and easily accessible working and accommodation facilities for women and men working on the site.
5. Report to the Supervisor about work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she believes presents an imminent and danger to his/her life or health.
 6. Treat other people with respect, and not discriminate against specific groups such as women, persons with different sexual orientation, people with disabilities, migrant workers, or children.
 7. Not engage in sexual harassment which includes unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature in the workplace or with respect to neighboring communities.
 8. Engage with the community and/or project affected persons with utmost respect. Intimidation, threats, and coercive behavior will not be tolerated.
 9. Not engage in sexual exploitation and abuse, which means 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.
 10. Not engage in sexual assault, which means any form and/or threat of non-consensual sexual contact.
 11. Not engage in any form of sexual activity with individuals under the age of 18.
 12. Not make any inappropriate and unwanted sexual advances to people in the adjoining (host) communities or settlements.
 13. Not work or be present in the worksite(s) under the influence of any intoxicating substances, such as alcohol or drugs.
 14. Not possess alcohol or any other illegal/ intoxicating substances while on duty or in the labor camps.
 15. Return to the labor camp no later than 22:00, unless working on night shift.
 16. Participate and complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Gender-based violence (GBV), Sexual Exploitation, Abuse and Harassment (SEAH).
 17. Report violations of this Code of Conduct.
 18. Not retaliate against any person who reports violations of this Code of Conduct, whether to AIIB or the Employer, or who makes use of the grievance mechanism for Contractor's Workers or the project's Grievance Redress Mechanism.

RAISING CONCERNS (*Please refer to section on GRM in the Tender Document and provide information as needed: An appropriate GRM shall be constituted by the contractor for grievances in the worksite. This should include an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor's or Employer's Personnel or any other person including third parties.*)

If any person observes a behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert*] in writing at this address [X] or by telephone at [X] or in person at [X]; or

2. Call [X] to reach the Contractor's hotline (*if any*) and leave a message.

The Complainant's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

The information contained in this note will be disseminated to all Contractor's Personnel. At the time of engagement of any worker/ personnel, the above information will be provided verbally, and a copy of the Code of Conduct will be provided signed by the Personnel and countersigned by the Contractor. A prototype is provided below:

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in [X] language that I understand. I recognize that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant background in handling gender-based violence*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor: [insert name]

Signature: _____

Date: (day month year): _____

Work Program

The Tenderer shall set out a work program for design and construction of the Works to be undertaken, including identification of major milestones and critical path. The proposed work program shall be developed based on the Employer's Requirements and shall consider the following key milestones:

- (a) No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions of Contract Sub-Clause 4.1;
- (b) constitution of the DAAB;
- (c) SEA and SH orientation conference;
- (d) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer's Representative;
- (e) processes and deliverables needed to commence the Works;
- (f) execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (g) testing, commissioning and handing over of the completed Works;
- (h) *[insert any other relevant information, as may be appropriate.]*

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Tenderer shall submit comprehensive and concise Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks:

[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:

- *[e.g., Traffic Management Plan to ensure safety of local communities from construction traffic];*
- *[e.g., Water Resource Protection Plan to prevent contamination of drinking water];*
- *[e.g., Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];*
- *[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 (SEA) prevention and response action plan].*

These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Tenderer as 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 Environmental and Social (ES) Requirements in Section VII.

The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP) that includes the agreed MSIP described here, in accordance with the Particular Conditions of Contract (Part B) Sub-Clause 4.1.

Contract Personnel Organization Chart

The Tenderer shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel.

Risk Assessment and Proposed Management Plan

The Tenderer should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, program or other, and the proposed mitigation strategy for each hazard.

[Note to the Tenderer:

*If the technical factor ‘Risk assessment and proposed management plan’ (refer **TDS ITT 31.2**):*

(i) includes cyber security risks, also include method statement, management strategies and implementation plans and innovations, to manage cyber security risks; and/or

(ii) includes supply chain risks, also include proposed supply chain risks management plan.]

Form EQU

Contractor's Equipment

The Tenderer shall set out its strategy for obtaining or accessing the key equipment necessary to execute the Works in accordance with the Design Build Works Program. In the strategy, the Tenderer shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Tenderer shall specify whether it will own, lease, rent or specially manufacture the key equipment.

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

Tenderers should provide the names and details of 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. Tenderers should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- the name and role for each Key Personnel position
- the duration of each Key Personnel appointment
- the level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

	Title of position	Name of candidate	
1.	<i>[Contractor's Representative]</i>		
2.	[Cyber security Expert/s] <i>[If the contract has been assessed to present potential or actual cyber security risks, the Tenderer must be required to include Cyber security expert/s among the Key Personnel.]</i>		
Key Personnel for Design			
3.	<i>[Design Manager]</i>		
4.	<i>[Environmental Impact Assessment Specialist]</i>		
5.	<i>[Social Impact Assessment Specialist]</i>		
6.	<i>[Health and Safety Specialist]</i>		
7.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
8.	<i>[Modify/add others as appropriate]</i>		
Key Personnel for Construction			
9.	<i>[Construction Manager]</i>		
10.	<i>[Environmental Specialist]</i>		
11.	<i>[Health and Safety Specialist]</i>		
12.	<i>[Social Specialist]</i>		
13.	<i>Survey Manager</i>		
14.	[Sexual Exploitation, Abuse and Harassment Expert(s)] <i>[Where a Project's SEA risks are assessed to be substantial or high, Key Personnel shall include an expert (s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		
15.	<i>[Modify/add others as appropriate]</i>		

Form PER-2

Resume and Declaration of Contractor's Representative and Key Personnel

Name of Tenderer

Position [#1] (<i>title of position from Form PER-1</i>)		
Personnel information	Name:	Date of birth:
	Address:	Email:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Present employment	Name of employer:	
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	Email:
	Job title:	Years with present employer:

Summarize professional experience over the last [20 years], in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of Involvement		Relevant Experience
		From	To	
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>			<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, 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 Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/weeks/months that this Key Personnel will be engaged]</i>

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

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

Name of Key Personnel: *[insert name]* _____

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Proposed Subcontractors

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/sub-activity indicated. For any additional subcontractor (that is not the Specialized Subcontractor accepted in the prequalification process or subsequently approved by the Employer in accordance with **ITT 17.3**), Tenderers are free to propose more than one for each activity/sub-activity.

Activity/Sub-Activity	Proposed Subcontractor's Name and Address	Nationality

Tenderers shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ES obligations and code of conduct.

Qualification Forms

Form ELI 1.1

Tenderer Information Sheet

Date: _____

Tender No.: _____

Page _____ of _____ pages

1. Tenderer's Legal Name
2. In case of JV, legal name of each party:
3. Tenderer's actual or intended Country of Registration:
4. Tenderer's Year of Registration:
5. Tenderer's Legal Address in Country of Registration:
6. Tenderer's Authorized Representative [<i>Lead Member</i>] Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <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 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <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 • not under the supervision of the Employer or its procuring agency.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. [<i>If required under TDS ITT 53.1, the successful Tenderer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.</i>]

Form ELI 1.2

Tenderer's JV Information Sheet

Date: _____

Tender No.: _____

Page _____ of _____ pages

1. Tenderer JV's Legal Name:
2. JV Member's Legal Name:
3. JV Member's Country of Registration:
4. JV Member's Year of Registration:
5. JV Member's Legal Address in Country of Registration:
6. JV Member's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <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. <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.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under TDS ITT 53.1, the successful Tenderer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Form CON – 2

Historical Contract Non-Performance, Pending Litigation, and Litigation History

[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Tenderer and for JVs, each member of the Joint Venture]

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. and Title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements of the Prequalification Document			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ 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, Qualification Criteria and Requirements of the Prequalification Document			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

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: _____	
Litigation History in accordance with Section III, Qualification Criteria and Requirements of the Prequalification Document			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
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: <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> 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>

Form CON – 3

Environmental and Social Performance Declaration

[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Tenderer and for JVs, each member of the 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 the Tender number and title]*

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

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification Document			
<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 or Social (ES) performance since the date specified in the Prequalification Document, Section III, Qualification Criteria, and Requirements, Sub-Factor 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 or Social (ES) performance since the date specified in the Prequalification Document, Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ 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)]</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) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ 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. gender-based violence; sexual exploitation or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CCC

Current Contract Commitments / Works in Progress

Tenderers and each partner 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.

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. and Title: _____

Page _____ of _____ pages

No.	Name of contract	Employer's contact (address/tel/fax)	Total Contract Value (USD equivalent)	Contract completion date	Outstanding Contract Value (USD equivalent) (X) ^a	Remaining Contract Period in Months (Y) ^b	Average Monthly Financial Resources Requirement (USD equivalent) (X / Y)
1.							
2.							
3.							
4.							
5.							
Total Monthly Financial Requirement for Current Contract Commitments							

^a Remaining outstanding contract value to be calculated from 28 days prior to the Tender submission deadline (USD equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to the Tender submission deadline.

Form FIN 3.3

Financial Resources

Tenderers must demonstrate sufficient financial resources, such as most recent working capital, lines of credit and other financial means (independent of any contractual advance payment), available to meet the Tenderer's financial requirements for (a) its current contract commitments; and (b) the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. and Title: _____

Page _____ of _____ pages

No.	Source of financing	Amount (US\$ equivalent)
1.	Most Recent Working Capital	
2.	Lines of Credit ^a	
3.	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the lines of credit.

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 prior to the Tender validity expiry date set forth in the Applicant’s Letter of Tender, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Tender by the Beneficiary prior to the expiry date of the Tender validity 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 days after the expiry date of the Tender validity.

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 submitting proposals or tenders in any contract with the Employer, for the period of time of _____ as specified in Section II – Tender Data Sheet, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender prior to the expiry date of the Tender validity specified in the Letter of Tender or any extended date provided by us; or
- (b) having been notified of the acceptance of our Tender by the Employer prior to the expiry date of the Tender validity in the Letter of Tender or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security.

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 days after the expiry date of the Tender validity.

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

SECTION VI – PROHIBITED PRACTICES

(Text in this 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.
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 co-financier) 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 co-financier 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 co-financier 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 – EMPLOYER'S REQUIREMENTS

SECTION VII – EMPLOYER’S REQUIREMENTS

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Employer’s Requirements

Notes on preparing the Employer’s Requirements

This Section contains the Scope, site information, the Specifications, the Drawings, the ESrequirements, Supplementary Information that describe the Works and Forms to be used during the implementation of the contract.

*This is a “single responsibility contract”. **The Employer is not expected to invite tenders with detailed technical specifications. However, the Employer does and must know what it wants and must communicate its needs to the Tenderers. Hence, this section on Employer’s Requirements replaces the usual Technical Specifications of a more traditional approach.***

*To enable Tenderers to offer appropriate solutions, the Employer should specify the purpose for which the Works are intended (see also Sub- Clause 4.1 of the Conditions of Contract) and its particular requirements as clearly as possible. **The Employer’s requirements must therefore, specify exactly the particular requirements for the completed Works.** It will also be necessary to specify the tests that will be carried out on completion of the Works to verify compliance with the requirements specified.*

The Employer may perform appropriate front-end tasks (such as geotechnical/environmental investigations and permit acquisitions) to enable the Employer to: (a) develop a realistic understanding of the contract’s scope and budget; and (b) furnish Tenderers with information that they can reasonably rely upon in establishing their price and other commercial decisions.

*While this section of the Tender Document should endeavor to define the Employer’s Requirements as precisely as possible **care must be taken to avoid over specifying details** to the extent that the flexibility and potential benefits associated with a “single responsibility” tender approach are seriously eroded or threatened. This section on Employer’s Requirements should, therefore, be carefully prepared by experts who are familiar with the requirements and with the technical aspect of the required Works. As the contractor is expected to carry out the design, the Employer should provide the criteria to which it expects the design to confirm. The functional/performance specifications may specify the characteristics, nature and performance of the finished work and any limitations which the Employer wishes to impose.*

The Employer’s requirements should specify the Contractor’s Documents (Sub-Clause 5.2 of the General Conditions) that are required and their submission/approval procedures.

The Employer’s Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials performance and/or functions of the Works. The Employer’s Requirements should stipulate that all goods and materials to be incorporated in the Works are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.

Care must be taken when drafting the Employer’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”.

*For such a turnkey contract, no detail drawings would generally be available when inviting tenders. It would, however, be useful to include **conceptual drawings** and/or outline design, if any and as appropriate, to supplement or help explain the general concept of the Employer’s needs. Tenderers should be advised to the extent to which the Employer’s outline design is a suggestion or a requirement.*

*The Employer’s Requirements should include, **as appropriate**, information of a technical nature for the following non-exhaustive list of Sub-Clauses of the Conditions of Contract that make reference to matters to be included in the Employer’s Requirements. However, it may also be necessary under other Sub-Clauses for the Employer to give specific information in the Employer’s Requirements, e.g., Sub-Clause 7.2 [Samples]. For additional information to be included in regards to Environmental and Social (ES) aspects, please see “Environmental and Social Requirements” below.*

Sub-Clause No.	Sub-Clause	Remarks
1.8	<i>Care and Supply of Documents</i>	
1.13	<i>Compliance with Laws</i>	
2.1	<i>Right of Access to the Site</i>	<i>Please also refer to Sub-Clause 2.1 (Part A- Contract Data) to ensure consistency and applicability.</i>
2.5	<i>Site Data and Items of Reference</i>	<i>See Site Data</i>
2.6	<i>Employer-Supplied materials and Employer’s Equipment</i>	
4.1	<i>Contractor’s General Obligations</i>	<i>This is also included under “Environmental and Social Requirements” below.</i>
4.5	<i>Nominated Subcontractors</i>	<i>If any</i>
4.6	<i>Cooperation</i>	<i>This is also included under “Environmental and Social Requirements” below.</i>
4.8	<i>Health and Safety Obligations</i>	<i>This is also included under “Environmental and Social Requirements” below.</i>

<i>Sub-Clause No.</i>	<i>Sub-Clause</i>	<i>Remarks</i>
4.9	<i>Quality Management and Compliance Verification Systems</i>	
4.16	<i>Transport of Goods</i>	
4.18	<i>Protection of the Environment</i>	<i>This is also included under “Environmental and Social Requirements” below.</i>
4.19	<i>Temporary Utilities</i>	
4.20	<i>Progress Reports</i>	
5.1	<i>General Design Obligations</i>	<i>May be part of the Key Personnel requirements in this Section VII.</i>
5.2	<i>Contractor’s Documents</i>	<i>As appropriate, specify which Contractor’s Documents the Employer requires the Contractor to prepare and identify which of the Contractor’s Documents the Employer requires the Contractor to submit to the Engineer for Review. As appropriate, also include any applicable requirements for mandatory review/checking and/or verification of, for example, design of structural elements by competent authorities or professionals. If so, include: (i) the processes required and whether, and to what extent, such reviews and/or verification of an element of design (and the Contractor’s documents associated with such element) shall replace the Engineer’s review under this Sub-Clause.</i>
5.4	<i>Technical Standards and Regulations</i>	<i>This is also included under “Environmental and Social Requirements” below.</i>
5.5	<i>Training</i>	
5.6	<i>As- Built Records</i>	
5.7	<i>Operation and Maintenance Manuals</i>	
6.6	<i>Facilities for Staff and Labor</i>	
6.7	<i>Health and Safety of Personnel</i>	

<i>Sub-Clause No.</i>	<i>Sub-Clause</i>	<i>Remarks</i>
6.12	<i>Key Personnel</i>	
7.3	<i>Inspection</i>	
7.4	<i>Testing by the Contractor</i>	
7.8	<i>Royalties</i>	
8.3	<i>Programme</i>	
9.1	<i>(Tests on Completion)- Contractor’s Obligations</i>	
10.2	<i>Taking Over Parts</i>	
11.11	<i>Clearance of Site</i>	
12.1	<i>Procedure for Tests after Completion</i>	

[If the contract has been assessed to present potential or actual cyber security risks, the Employer shall specify cyber security requirements, including cyber security accreditations as appropriate.]

[If there are supply chain risks, the Employer shall require the Tenderers to include its assessment of supply chain risks and proposal to manage the risks.]

Environmental and Social (ES) Requirements

[The Employer’s team preparing the ES requirements should include a suitably qualified Environmental and Social specialist/s.]

In preparing detailed specifications for ES requirements the Recipient should refer to and consider the applicable environmental and social standards in the AIIB Environmental and Social Framework (ESF) including the specific requirements set out in the Environmental and Social Commitment Plan (ESCP), Environmental, Health and Safety Guidelines (EHSGs), and other good international practice as well as SEA and SH prevention and management obligations.

The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions of Contract if any) and other parts of the Employer’s Requirements.

The ES requirements should reflect the significant ESHS risks or requirements to be addressed by Management Strategies and Implementation Plans (MSIP), as advised 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.

While the Contractor’s Environmental and Social Management Plan (C-ESMP) would address risks associated with the Resettlement Action Plan, the implementation of the plan is the responsibility of the Employer.

The ES requirements should specify the risks to be addressed by the Code of Conduct: Environmental, Social, Health and Safety (ESHS), 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.

The following is a non-exhaustive list of Sub-Clauses of the Conditions of Contract that make reference to ES matters stated in the Employer’s Requirements.]

Sub-Clause/Clause No.	Sub-Clause/Clause	Remarks
4.6	Co-operation	Indicate specific aspects (if any) that require contractor’s cooperation such

Sub- Clause/Clause No.	Sub-Clause/Clause	Remarks
		<i>as to conduct environmental and social assessment.</i>
4.8	<i>Health and Safety Obligations</i>	<p><i>Indicate if there would be a health service provider.</i></p> <p><i>Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor’s Personnel is required.</i></p> <p><i>Indicate any additional requirements for the health and safety manual</i></p>
4.18	<i>Protection of the Environment</i>	<i>Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities that shall not be exceeded. The C-ESMP shall set out the measures the Contractor will take to ensure compliance with these limit values.</i>
4.21	<i>Security of the Site</i>	<p><i>State any additional requirements for the security arrangements (ESSI of the ESF states the principles of proportionality, good international practice, and applicable Laws.</i></p> <p><i>Include any other requirement set out in the ESCP.</i></p>
4.23 (c)	<i>Archeological and Geological Findings</i>	<i>Specify other requirements if any in accordance with the ESF – ESSI</i>
5.4	<i>Technical Standards and Regulations</i>	<p><i>State any:</i></p> <ul style="list-style-type: none"> • <i>applicable technical standards and requirements including to address:</i> <ul style="list-style-type: none"> • <i>climate change considerations,</i> • <i>universal access,</i> • <i>risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events,</i>
6.2	<i>Rate of Wages and Conditions of Labor</i>	<i>State applicable requirements in accordance with the labor management procedure.</i>
6.5	<i>Working Hours</i>	<i>State applicable requirements in accordance with the labor management procedure.</i>

Sub-Clause/Clause No.	Sub-Clause/Clause	Remarks
6.27	<i>Training of Contractor’s Personnel</i>	<i>As set out in the ESCP, specify, details of any training to relevant Contractor’s Personnel to be provided by the Employer’s Personnel on environmental and social aspects. (whom, what, when, where, how long etc.)</i>

In addition to provisions in the above table, the Employer shall specify the following as applicable.

Management and Safety of Hazardous Materials

As applicable, specify requirements for the management and safety of hazardous materials (see ESF – ESS1 para. 38).

Resource Efficiency and Pollution Prevention and Management

As applicable specify Resource Efficiency and Pollution Prevention and Management measures (see ESF -ESS1).

- ***Resource efficiency***

The Employer shall specify, as applicable, measures for improving efficient consumption of energy, water and raw materials, as well as other resources.

- ***Energy:*** *When the Works have been assessed to involve a potentially significant use of energy, specify any applicable measures to optimize energy usage.*
- ***Water:*** *When the Works have been assessed to involve a potentially significant use of water or will have potentially significant impacts on water quality, specify any applicable measures that avoid or minimize water usage so that the Works’ water use does not have significant adverse impacts on communities, other users and the environment.*
- ***Raw material:*** *When the Works have been assessed to involve a potentially significant use of raw materials, specify any applicable measures to support efficient use of raw materials.*

- ***Pollution prevention and management***

- ***Management of air pollution:*** *specify any measure to avoid or minimize Works related air pollution. See also Sub-Clause 4.18 of the Particular Conditions of Contract - Part B: Special Provisions and the table above on Conditions of Contract that make reference to ES matters in the Employer’s Requirements.*
- ***Management of hazardous and nonhazardous wastes:*** *specify any applicable measures to minimize the generation of waste, and reuse, recycle and recover waste in a manner that is safe for human health and the environment including storage, transportation and disposal of hazardous wastes. See also Sub-Clauses 4.8 and 4.18*

of the Particular Conditions of Contract - Part B: Special Provisions, and the table above on Conditions of Contract that make reference to ES matters in the Employer’s Requirements.

- **Management of chemicals and hazardous materials:** *specify any applicable measures to minimize and control the release and use of hazardous materials for Works activities including the production, transportation, handling, and storage of the materials. See also Sub-Clauses 4.8 and 4.18 of the Particular Conditions of Contract - Part B: Special Provisions, and the table above on Conditions of Contract that make reference to ES matters in the Employer’s Requirements.*
- **Biodiversity Conservation and Sustainable Management of Living Natural Resources**
The Employer shall specify, as applicable, Biodiversity Conservation and Sustainable Management of Living Natural Resources (see ESF – ESS1 paras 29 and 30). This includes, as applicable:
 - *invasive alien species: managing the risk of invasive alien species during the execution of the Works;*
 - *sustainable management of living natural resources; and*
 - *certification and verification requirements for the supply of natural resource materials where there is a risk of significant conversion or significant degradation of natural or critical habitats.*

See also Sub-Clause 4.18 of the Particular Conditions of Contract - Part B: Special Provisions and the table above on Conditions of Contract that make reference to ES matters in the Employer’s Requirements.

Road Safety

State any specific traffic and road safety requirement, as applicable. See also Sub-Clause 4.15 of the Particular Conditions of Contract - Part B: Special Provisions. For details, refer to the Guidance Note on Road Safety.

SPECIFIED PROVISIONAL SUMS FOR ES OUTCOMES

The total of the prices of the activities in the Activity Schedule is the Tenderer’s offer to complete the works on a “single responsibility” basis. This includes all of the Contractor’s ES obligations under the Contract.

Provisional sums may be specified by the Employer for achieving specific ES outcomes. (e.g., for HIV counselling service, and SEA and SH awareness and sensitization or to encourage the contractor to deliver ES outcomes beyond the requirement of the Contract).

Any additional sustainable procurement technical requirements *[The minimum sustainable procurement requirements shall be specified to enable evaluation of tenders against such requirements. This is a broad area and the requirements should be consistent with the objectives of the contract; (examples of such broad areas to be detailed as appropriate may include, but not limited to, energy efficiency, emission reduction, other methods for minimizing the carbon impact in the execution of the Works and/or the completed Works etc.) Since tenderers may be required to separately address environmental and social requirements AND minimum sustainable*

procurement requirements, and their proposals for the respective requirements separately evaluated, the requirements should be carefully defined to avoid duplication and overlap.

To encourage Tenderers’ innovation in addressing sustainable procurement requirements, Tenderers may be invited to offer Works that exceed the specified minimum sustainable procurement requirements provided that the Tender evaluation criteria specify the mechanism for monetary adjustments and/or rated criteria evaluation for the purpose of Tenders comparison.

Scope of the Works

[Insert scope of works]

Site Information

The information may include:

- 1. Topographic survey*
- 2. Environmental and social baseline data*
- 3. Ground investigation data*
- 4. Ground condition information*
- 5. Utility records*
- 6. Land ownership information*
- 7. Details of known accommodation works requirements*
- 8. Ground water, surface water and hydrological information*
- 9. Statutory planning and zoning constraints*
- 10. Orders, consents, permits, licenses and compliance requirements*
- 11. As built records of existing infrastructure*
- 12. Details of any risks or hazards*
- 13. Any other physical constraints*

[Any other relevant site information]

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.]

Contractor’s Representative and Key Personnel

Item No	Position/Specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	<i>[Contractor’s Representative]</i>	<i>e.g., degree in relevant field.</i>	<i>e.g., [years] working on road projects in similar work environments</i>
2.	<i>[If the contract has been assessed to present potential or actual cyber security risks, the Tenderer must be required to include Cyber security expert/s among the Key Personnel.]</i>		
Key Personnel for Design			
3.	<i>[Design Manager]</i>		
4.	<i>[Environmental Impact Assessment Specialist]</i>		
5.	<i>[Social Impact Assessment Specialist]</i>		
6.	<i>[Health and Safety Specialist]</i>		
7.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
Key Personnel for Construction			
8.	<i>[Construction Manager]</i>		
9.	<i>[Environmental Specialist]</i>		
10.	<i>[Health and Safety Specialist]</i>		
11.	<i>[Social Specialist]</i>		
12.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
13.	<i>Survey Manager</i>		
14.	<i>Sexual Exploitation, Abuse and Harassment Expert(s)</i> <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual</i>

	<i>sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>exploitation, sexual abuse and sexual harassment]</i>
15.	<i>[Modify/add others as appropriate]</i>		

Specifications

[Insert the specifications. The specifications should set out the applicable minimum standards that apply for the Works. In addition, other technical requirements to be incorporated in the design should be set out.]

Drawings

Supplementary Information

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII – GENERAL CONDITIONS (GC)

Yellow Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow book”) Second edition 2017, reprinted 2022 with amendments” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the COPA and the amendments and additions to such General Conditions accepted by the Bank.

An original copy of the above FIDIC publication, i.e., “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor” must be obtained from FIDIC.

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SECTION IX – PARTICULAR CONDITIONS (PC)

The following Particular Conditions (PC) shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

The PC consists of four parts:

- Part A – Contract Data
- Part B – Special Provisions
- Part C – Prohibited Practices
- Part D – Environmental and Social (ES) Metrics for Progress Reports

Particular Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Base Date	1.1.4	----- <i>[If the Employer makes significant data/information available to Tenderers 28 days or less before the latest deadline for submission of Tenders, the Employer should consider revising this date]</i>
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	_____ %
Employer's name and address	1.1.30	
Engineer's name and address	1.1.35	
Site	1.1.77	<i>[Describe any other places as forming part of the Site]</i>
Time for Completion	1.1.86	_____ days <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Bank's name	1.1.91	The Asian Infrastructure Investment Bank.
Borrower's name	1.1.92	
Defects Notification Period	1.1.27	365 days (one year)
Sections	1.1.76	<i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Milestones	1.1.95	<i>If Milestones are to be used in accordance with Sub-Clause 4.26, refer to Table: Summary of Milestones below</i>

Conditions	Sub-Clause	Data
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	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)
Time for access to the Site	2.1	<p><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"]</i></p> <p><i>[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, select either of the following options and delete the remaining text in this Particular Conditions, Sub-Clause 2.1:</i></p> <p><i>Option 1</i></p> <p><i>"No later than the Commencement Date, except for the following parts ((include description of parts</i></p>

Conditions	Sub-Clause	Data
		<p><i>concerned) in a time and manner stated in the Employer's Requirements."</i></p> <p><i>Option 2</i></p> <p><i>"No later than the Commencement Date, except for the following parts (include description of parts concerned): within such times as may be required to enable the Contractor to proceed in accordance with the Programme or, if there is no Programme at that time, the initial programme submitted under Sub-Clause 8.3 [Programme]"</i></p>
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of ____% shall require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	<i>[If the contract has been assessed to present potential or actual cyber security risks, state that the cyber security provision at the end of Part B-Special Provisions- Sub-Clause 4.1 applies; otherwise state: "N/A"]</i>
Performance Security	4.2	The Performance Security will be in the form of a ____ <i>[insert either one of "demand guarantee" or "performance bond"]</i> in the amount(s) of <i>[insert % figures]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	4.4(a)	____%
Parts of the Works for which subcontracting is not permitted	4.4(b)	
Period for notification of errors in the items of reference	4.7.2	____ days <i>"[state number of days, normally not less than 28 days]"</i>
Period of payment for temporary utilities	4.19	____ days

Conditions	Sub-Clause	Data
Number of additional paper copies of progress reports	4.20	
Cyber security	4.20	<i>[If the contract has been assessed to present potential or actual cyber security risks, indicate that the Progress Reports shall include cyber security aspects in accordance with Part B- Special Provisions- Sub-Clause 4.20; otherwise state: “N/A”.]</i>
Cyber security-immediate reporting	4.20	<i>[If the contract has been assessed to present potential or actual cyber security risks, indicate Cyber security incidents to be immediately reported in accordance with Part B- Special Provisions- Sub-Clause 4.20; otherwise state: “N/A”.]</i>
Normal working hours	6.5	
Number of additional paper copies of program	8.3	
Delay damages payable for each day of delay	8.8	“ _____ % 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	_____ % of the Accepted Contract Amount less provisional sum for DAAB. <i>[normally not exceeding 10%]</i>
Cyber security- Variation	13.3.1(a)	<i>[If the contract has been assessed to present potential or actual cyber security risks, state that the detailed particulars to be submitted to the Engineer shall include sufficient information to enable assessment of cyber security risks.]</i>
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	_____ %
Total advance payment	14.2	_____ % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable

Conditions	Sub-Clause	Data
Repayment of Advance Payment	14.2.3	<p>(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums _____%</p> <p>(b) percentage deductions for the repayment of the Advance Payment _____%</p> <p><i>[provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment]</i></p>
Period of payment	14.3	
Number of additional paper copies of Statements	14.3(b)	
Percentage of retention	14.3(iii)	_____ % <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	_____ % <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
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	_____ % of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	<i>[If the Contract has been assessed to present potential or actual cyber security risks, indicate that payments may be withheld for the Contractor's failure to perform Cyber security obligations; otherwise state: "N/A".]</i>
Period of payment of Advance Payment to the Contractor	14.7(a)	_____ days <i>[insert number of days, normally 28 days]</i>

Conditions	Sub-Clause	Data
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	_____ %
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	<p>insurance required for the Works: _____</p> <p>insurance required for Goods: _____</p> <p>insurance required for liability for breach of professional duty: _____</p> <p>insurance required against liability for fitness for purpose (if any is required): _____</p> <p>insurance required for injury to persons and damage to property: _____</p> <p>insurance required for injury to employees: ____</p> <p>other insurances required by Laws and by local practice:</p> <p>_____</p> <p>_____</p> <p>_____</p>
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	_____ %
List of risks arising from Exceptional Events 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)	

Conditions	Sub-Clause	Data
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	
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 member(s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	<p>Either: One sole Member or: Three Members</p> <p><i>[For a Contract estimated to cost above USD 50 million, the DAAB shall comprise of three members. For a Contract estimated to cost between USD 20 million and USD 50 million, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than USD 20 million, a sole member is recommended.]</i></p>
List of proposed members of DAAB	21.1	<p>Proposed by Employer [<i>Attach CVs to the tender document and the Contract</i>]</p> <p>1. _____ 2. _____ 3. _____</p> <p>Proposed by Contractor [<i>Attach CVs to the Contract</i>]</p> <p>1. _____ 2. _____ 3. _____</p>

Conditions	Sub-Clause	Data
Rules of arbitration:	21.6 (a)	<p>Sub-Clause 21.6(a) of PART B – Special 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 39.1 of the Instructions to Tenderers.]</i></p>
	21.6 (b)	<p>Sub-Clause 21.6 (b) of PART B – Special Provisions <i>[insert either “shall” or “shall not”]</i> _____ apply.</p>
Place of arbitration	21.6 (a)	<i>[if 21.6(a) of PART B – Special Provisions applies]</i>

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 1.1.76)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.86)	Delay Damages (Sub-Clause 8.8)

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

Table: Summary of Milestones (if any)

Description of a part of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.95)	Time for Completion	Delay Damages (as a percentage of final Contract Price per day of delay)
	_____ days	-----%
	_____ days	_____ %
	_____ days	_____ %

Maximum amount of Delay damages for Milestones (percent of final Contract Price): ____%

Part B – Special Provisions

Sub-Clause 1.1.4 Base Date	Sub-Clause 1.1.4 is replaced with the following: “Unless stated otherwise in the Contract Data, Base Date means the date 28 days before the latest date for submission of the Tender.
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 1.1.59 Particular Conditions	The Sub-Clause is replaced with: “Particular Conditions” means the document entitled particular conditions included in the Contract, which consists of Part A- Contract Data, Part B- Special Provisions, Part C- Prohibited Practices and Part D- Environmental and Social (ES) Metrics for Progress Reports.”
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 1.1.83 Tender	The following is added at the end of the sentence. “Tender is synonymous with “Proposal”, “tenderer” with “Proposer”, “tender documents” with “request for proposals documents”.
Sub-Clause 1.1.91 to 1.1.96 are added after Sub-Clause 1.1.90	
Sub-Clause 1.1 91 Bank	“ Bank ” means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.92 Borrower	“ Borrower ” means the borrower or recipient of the Bank’s financing identified in the Contract Data.
Sub-Clause 1.1.93 ES	“ ES ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

Sub-Clause 1.1.94**Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)**

“Sexual Exploitation and Abuse” “(SEA)” means 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;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and

“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.

Sub-Clause 1.1.95**Milestone**

“Milestone” means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [*Milestones*] but is not to be taken over by the Employer after completion.

Sub-Clause 1.1.96**Milestone Certificate**

“Milestone certificate” means the certificate issued by the Engineer under Sub-Clause 4.26 [*Milestones*].

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”;

“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).

sub-paragraph (k) is added:

(k) “The word “tender” is synonymous with “bid” or “proposal”, the word ‘tenderer’ with “bidder” or “proposer”, and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”

Sub-Clause 1.5 Priority of Documents	<p>The following documents are added in the list of Priority Documents after (e):</p> <p>“(f) the Particular Conditions Part C- Prohibited Practices;</p> <p>(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”</p> <p>and the list renumbered accordingly.</p>
Sub-Clause 1.6 Contract Agreement	<p>The last paragraph is replaced with:</p> <p>“If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 [<i>Joint and Several Liability</i>].”</p>
Sub-Clause 1.12 Confidentiality	<p>The following is added at the end of the second paragraph:</p> <p>“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”</p> <p>“or” at the end of (b) is deleted.</p> <p>“or” at the end of (c) is added.</p> <p>The following is then added as (d): “is being provided to the Bank.”</p>
Sub-Clause 1.17 Inspections & Audit by the Bank	<p>The following Sub-Clause is added after Sub-Clause 1.16:</p> <p>“1.17 Inspections and Audit by the Bank</p> <p>Pursuant to paragraph 5 (b) of Particular Conditions - Part C - Prohibited Practices, the Contractor shall permit and shall cause its agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers, and 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, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Prohibited Practices) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures)..”</p>

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 Borrower 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 7 days of the Borrower 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 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 Employer's Requirements, at the time(s) stated in the Employer's Requirements (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 Programme).

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 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 make the Employer’s Equipment listed in the Employer’s Requirements available to the Contractor at the time(s) stated in the Employer’s Requirements (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 Employer’s Requirements, 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 EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Sub-Clause 3.3

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

Engineer's Representative

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

Sub-Clause 3.4

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

Delegation by the Engineer

“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

In the first paragraph, “42 days” is replaced with: “21 days”;

Replacement of the Engineer

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

Sub-Clause 4.1

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

Contractor's General Obligations

“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. 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, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor’s Personnel submitted as part of the Proposal 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 ES 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 5.2 [*Contractor’s Documents*].”

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

Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the

information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.”

Sub-Clause 4.2

Performance Security

The first paragraph is replaced with:

“The Contractor shall obtain (at its cost) a Performance Security for proper performance in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”

Sub-Clause 4.2.1

**Contractor’s
obligations**

The first paragraph is replaced with:

“The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the tender documents for the subject contract or in another form acceptable to the Employer.”

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) “21 days” is replaced with: “28 days”.

Sub-Clause 4.3

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor

Contractor's Representative

shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

Sub-Clause 4.4 Subcontractors

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

“The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25.”

The following is added at the end of the last paragraph of Sub-Clause 4.4:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 15.2. [*Termination for Contractor's Default*].

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

Sub-Clause 4.5.1 Objection to nomination

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 4.5.2 [*Payment to nominated Subcontractors*].”

Sub-Clause 4.6 Co-operation

The following is added after the first paragraph:

“The Contractor shall also, as stated in the Employer's Requirements 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 4.8 Health and Safety Obligations

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

- (h) “provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (i) 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, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (j) 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;
 - (k) 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;
 - (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
 - (m) 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:

"Subject to Sub-Clause 4.1, 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 5.2.2 [*Review by Engineer*].

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:
 - (i) 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;
- (ii) details of the training to be provided, records to be kept;
 - (iii) 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);
 - (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - (v) 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;
 - (vi) 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 Employer's Requirements."

The paragraph starting with: “In addition to the reporting requirement of...” is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.

Sub-Clause 4.15

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

Access Route

“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, if any, Contractor’s Equipment on public roads or other public infrastructure.

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

Sub-Clause 4.18

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

Protection of the Environment

“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 Employer’s Requirements, 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

“4.20 (g) is replaced with:

Progress Reports

“4.20 (g) the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”

The following paragraph is added prior to the paragraph starting with: “However, nothing stated...”: “Unless otherwise stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.”

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

“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*], the Contractor shall inform the Engineer immediately of any allegation, incident or accident, 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; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), 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 4.21

Security of the Site

The Sub-Clause is replaced with the following:

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

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

Subject to Sub-Clause 4.1, the Contractor shall 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 towards 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 Employer's Requirements.

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 Employer's Requirements."

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 Employer's Requirements and relevant Laws.

Sub-Clause 4.24

**Suppliers (other than
Subcontractors)**

The following Sub-Clause is added:

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 4.4, 4.8 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate 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 river beds 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 following Sub-Clause is added:

The Contractor shall have a Code of Conduct for the

Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

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.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

Sub-Clause 4.26 Milestones

[If the Employer wishes to have certain parts of the Works completed within certain time but does not wish to take over such parts when completed (as distinct from the parts of the Works which the Employer wishes to take over after completion, which should be defined as Sections in the Contract Data), such parts of the Works should be clearly stated in the Contract Data and described in detail as appropriate in the Employer's Requirements, as "Milestones". If "Milestones" applies, the definitions in Sub-Clause 1.1.95 [Milestone] and 1.1.96 [Milestone Certificate] shall be included and the following added as Sub-Clause 4.26.]

The following Sub-Clause is added:

"If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.

The Contractor shall include, in the initial program and each

revised program, under sub-paragraph (a) of Sub-Clause 8.3 [*Program*], the time for completion of each Milestone.

Sub-paragraph (d) of Sub-Clause 8.4 [*Advance Warning*] and Sub-Clause 8.5 [*Extension of the Time for Completion*] shall apply to each Milestone, such that “Time for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.

The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor’s opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor’s Notice:

- (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or
- (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.

The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.

If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor’s application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor’s Notice of application.

If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):

- (i) the Contractor shall, subject to Sub-Clause 20.1 [*Claims*], pay delay damages to the Employer for this default;
- (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;

- (iii) these delay damages shall be the only damages due from the Contractor for such default; and
- (iv) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor)."

Sub-Clause 5.4

The following is added as a second paragraph:

Technical Standards and Regulations

"If so stated in the Employer's Requirements, the Contractor shall:

- (a) take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and
- (b) apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.)"

Sub-Clause 6.1

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

Engagement of Staff and Labor

"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 Employer's Requirements. 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

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

Rates of Wages and Conditions of Labor

"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 Employer's Requirements; 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 Employer's Requirements, 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 Employer's Requirements."

Sub-Clause 6.6

Facilities for Staff and Labor

The following is added as the last paragraph:

"If stated in the Employer's Requirements, 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 Employer's Requirements."

Sub-Clause 6.7

Health and Safety of Personnel

In the second paragraph, "The Contractor" is replaced with:

"Except as otherwise stated in the Employer's Requirements, 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 Practices 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];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

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 6.27 are added after Sub-clause 6.12

Sub-Clause 6.13

The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to

Foreign Personnel	<p>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 endeavours 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.</p> <p>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.</p>
Sub-Clause 6.14 Supply of Foodstuffs	<p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.</p>
Sub-Clause 6.15 Supply of Water	<p>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.</p>
Sub-Clause 6.16 Measures against Insect and Pest Nuisance	<p>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.</p>
Sub-Clause 6.17 Alcoholic Liquor or Drugs	<p>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.</p>
Sub-Clause 6.18 Arms and Ammunition	<p>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.</p>
Sub-Clause 6.19 Festivals and Religious Customs	<p>The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.</p>
Sub-Clause 6.20	<p>The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any</p>

Funeral Arrangements	of its local employees who may die while engaged upon the Works.
Sub-Clause 6.21 Forced Labor	<p>The Contractor, including its Subcontractors, shall not employ or engage 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.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring 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.</p>
Sub-Clause 6.22 Child Labor	<p>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).</p> <p>The Contractor, including its Subcontractors, shall not employ 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.</p> <p>The Contractor including its Subcontractors, shall only employ 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.</p> <p>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:</p> <ul style="list-style-type: none">(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 [*Contractor's Records*].

Sub-Clause 6.24

Workers' Organisations

In countries where the relevant labor laws recognise workers' rights to form and to join workers' organisations 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 nondiscrimination 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 the workers' organizations stated in Sub-Clause 6.25, 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 Contractor's Personnel. 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 ES 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 Employer's Requirements or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES 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

The following is added before the first paragraph:

Ownership of Plant and Materials

"Except as otherwise provided in the Contract,"

Sub-Clause 8.1

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

Commencement of Work

"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; and
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

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	<p>In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:</p> <p>“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”</p>
Sub-Clause 13.3.1 Variation by Instruction	<p>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 ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”</p>
Sub-Clause 13.4 Provisional Sums	<p>The following is inserted as the penultimate paragraph:</p> <p>“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% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.</p>
Sub-Clause 13.6 Adjustments for Changes in Laws	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“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].”</p>
Sub-Clause 14.1 The Contract Price	<p>[<i>Note to the Employer: include one of the following two alternative texts as applicable</i>]</p> <p>The following is added at the end of the Sub-Clause:</p> <p>[<i>Alternative 1</i>]</p> <p>“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of</p>

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 bond or 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 bond or 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 be 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 bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”

Sub-Clause 14.1

The Contract Price

[In accordance with GC Sub-Clause 14.1, the Contract price is a lump sum amount subject to adjustments in accordance with the Contract. If payment for any part of the Works is to be made on the basis of measurement, the part must be defined in the Contract, and the following text may be added:]

“Any part of the Works which is to be measured shall be specified in the Contract.

The Engineer shall agree or determine the value of those parts

of the Works which are to be measured, in accordance with Sub-Clause 3.7 [*Agreement or Determination*]. Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured on Site. It shall give a Notice to the Contractor of not less than 7 days, of the part to be measured on the date on which and place on Site at which the measurement shall be made. Unless otherwise agreed with the Contractor, the measurement on Site shall be made on this date and the Contractor's Representative shall:

- (a) either attend or send another qualified representative to assist the Engineer and to endeavour to reach agreement of the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the measurement made by (or on behalf of) the Engineer shall be deemed to have been made in the Contractor's presence and the Contractor shall be deemed to have accepted the measurement as accurate.

Any part of the Permanent Works that is to be measured from records shall be identified in the Employer's Requirements and, except as otherwise stated in the Contract, such records shall be prepared by the Engineer. Whenever the Engineer has prepared the records of such a part, it shall give a Notice to the Contractor of not less than 7 days, stating the date on which and place at which the Contractor's Representative shall attend to examine and agree the records of the Engineer. If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the Contractor shall be deemed to have accepted the records as accurate.

If, for any part of the Works, the Contractor attends the measurement on Site or examines the measurement records (as the case may be) but the Engineer and the Contractor are unable to agree the measurement, then the Contractor shall give a Notice to the Engineer setting out the reasons why the Contractor considers the measurement on Site or records are inaccurate. If the Contractor does not give such a Notice to the Engineer within 14 days after attending the measurement on Site or examining the measurement records, the Contractor shall be deemed to have accepted the measurement as

accurate.

After receiving a Contractor's Notice under this Sub-Clause, unless at that time such measurement is already subject to the third paragraph of Sub-Clause 13.3.1 [*Variation by Instruction*], the Engineer shall:

- (a) proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the measurement; and
- (b) For the purpose of Sub-Clause 3.7.3 [*Time Limits*], the date on which the Engineer receives the Contractor's Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.

Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates."

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 in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the tender documents for the subject contract or in another form acceptable to the Employer."."

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 DAAB Agreement. (Appendix General Conditions of DAAB Agreement)."

Sub-Clause 14.4

Schedule of Payments

[If certain payment (s) to the Contractor is/are to be made on completion of Milestones, such payment (s) should be specified in the Schedule of Payments in the Contract and Sub-Clause 14.4 revised as follows:]

The following is inserted as the second paragraph:

"If the Schedule of Payments specifies payments to be made to the Contractor based on Milestones, payments shall be made upon completion of such Milestones."

Sub-Clause 14.6.2

Withholding (amounts in)

"and/or" from subparagraph (b) is deleted.

The following is then added as subparagraph (c) and sub-

an IPC

paragraph (c) of the Sub-Clause is renumbered as (d):

“(c) if the Contractor was, or is, failing to perform any ES 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 ES obligations or work described in the Employer’s 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 ES issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ES 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 non-compliance/s).”

The following is added as penultimate paragraph: “As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed.”

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 or credit (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 or credit (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

Release of Retention Money

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

“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 or in another form approved by the Employer and issued by a reputable bank or financial institution 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. 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 21 days after receiving a copy of the Performance Certificate.

If the Performance Security is in the form of a demand guarantee, and the amount guaranteed under them 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 14.15 Currencies of Payment	Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.
Sub-Clause 15.1 Notice to Correct	<p>“and” is deleted from (b) and “.” 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 para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”</p>
Sub-Clause 15.2.1 Notice	Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Prohibited Practices as defined in paragraph 2.2 of the Particular Conditions - Part C- Prohibited Practices, in competing for or in executing the Contract.”
Sub-Clause 15.8 Prohibited Practices	<p>The following new Sub-Clause is added:</p> <p>15.8.1 “The Bank requires compliance with the Bank’s Policy on Prohibited Practices and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Prohibited Practices.”</p> <p>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.”</p>
Sub-Clause 16.1 Suspension by Contractor	<p>The following paragraph is inserted after the first paragraph:</p> <p>“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit 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 7 days after the Borrower having received the suspension notification</p>

from the Bank.”

Sub-Clause 16.2.1

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

Notice

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 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

Sub-Clause 16.2.2

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

Termination

“In the event the Bank suspends the loan or credit 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 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, namely (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 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**

[If Employer- Supplied Materials 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- 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 17.7

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 Employer’s Requirements, 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	<p>The following is inserted as the first sentence in Sub-Clause 19.2:</p> <p>"The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19) with insurers from any eligible source country."</p>
Sub-Clause 19.2.5 Injury to employees	<p>The second paragraph is replaced with:</p> <p>"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."</p>
Sub-Clause 20.1 Claims	In a): "any additional payment" is replaced with "payment".
Sub-Clause 20.2 Claims for Payment and/or EOT	<p>The first paragraph is replaced with:</p> <p>"If either Party considers that it is entitled to claim under Sub-clause 20.1[<i>Claims</i>] (a) or (b), the following claim procedure shall apply:"</p>
Sub-Clause 21.1 Constitution of the DAAB	<p>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 DAAB Agreement."</p> <p>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."</p>
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 [<i>Constitution of the DAAB</i>]" is replaced with: "within 42 days from the date the Contract is signed by both Parties."
Sub-Clause 21.6	In the first paragraph, delete starting from: "international arbitration" up to the end of (c), and replace with the

Arbitration

following:

“arbitration. 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 conducted in accordance with the laws of the Employer’s country.”

Appendix- General Conditions of DAAB Agreement

- 1. **Definitions** In Sub-Clause 1.8 a(i):” authorized representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and authorized representative of the Employer”
- 2. **General provisions** Sub-Clause 2.2 is deleted in its entirety.
- 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 years of experience in contract administration/management and dispute resolution, out of which at least five 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 sub-paragraphs added:
"(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.

Particular Conditions

Part C- Prohibited Practices

(Text in this Particular Conditions - 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 co-financier) 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 co-financier 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 co-financier undertaking an investigation pursuant to paragraph 7.2 of the Bank's Directive on 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

Part D - Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ES risks and impacts of the Works.]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- 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 & 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 & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (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 (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. 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 and SH prevention sensitization and/or training events, including 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; and

- 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 and SH) 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, road safety and vehicles/equipment:*
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and 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 has been done):*
 - i. dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % 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 clean-ups, 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 offsite (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 and SH 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 re: 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

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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]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating 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: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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 Tenderer]</i>

2. All Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender, including the successful Tenderer. If the Tender's price was evaluated, include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Tender Price as Read Out (currency)	Tender Price as Evaluated (currency)	Technical Score	Financial Score	Combined Score
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>	<i>[insert technical score]</i>	<i>[insert financial score]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>	<i>[insert technical score]</i>	<i>[insert financial score]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>	<i>[insert technical score]</i>	<i>[insert financial score]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>	<i>[insert technical score]</i>	<i>[insert financial score]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>	<i>[insert technical score]</i>	<i>[insert financial score]</i>	<i>[insert combined score]</i>

3. Reason/s why your Tender was unsuccessful *[Delete if the combined score already reveals the reason]*

[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]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the three (3) Business Days 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

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on 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]*

Email address: *[insert email 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 Bank's 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.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

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 Tenderer. 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% or more of the shares*
- *directly or indirectly holding 25% 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 Tendering process]*

Tender Title.: *[insert title/description]*

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% or more of the shares (Yes / No)	Directly or indirectly holding 25 % 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), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% 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% or more of the shares
- directly or indirectly holding 25% 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 53.1**, 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 desires that the Works known as _____ should be designed and executed by the Contractor, and has accepted a Tender by the Contractor for the design, 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 – Technical Part and Letter of Tender – Financial Part;
 - (c) the addenda Nos _____ (if any);
 - (d) the Particular Conditions;
 - (e) the General Conditions;
 - (f) the Employer’s Requirements;
 - (g) the completed Schedules; and
 - (h) the Contractor’s Tender and any other documents forming part of the Contract including, but not limited to:
 - i. Code of Conduct for Contractor’s Personnel (ES);
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 design and 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 design, 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.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

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.: _____ *[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, 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.

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.

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 (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight 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.”

[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]

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:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

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.

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 for Design Build, 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 Commissioning 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 Commissioning 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) 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

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.

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 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."