



BIDDING DOCUMENT FOR WORKS

EMPLOYER: **TRADEMARK AFRICA**

COUNTRY: **SOMALILAND**

TENDER NUMBER: **PRQ20241491**

TENDER TITLE: **PROPOSED UPGRADE OF TOGWAJALE CROSS BORDER BRIDGE**

TYPE OF CONTRACT: **ADMEASURED CONTRACT**

PROCEDURE: **TWO ENVELOPE BIDDING PROCESS**

DATE OF INVITATION: **6th JUNE 2025**

SUBMISSION DEADLINE: **30th JUNE 2025**

**Specific Procurement Notice
(Two-Envelope Bidding Process)**

Employer: TradeMark Africa

Project: Proposed Upgrade of Togwajale Cross Border Bridge

Bid Reference No. PRQ20241491

Contract title: Proposed Upgrade of Togwajale Cross Border Bridge

Country: Somaliland

Issued on: 6th June 2025

1. The TMA has received funds from The Swedish International Development Cooperation Agency (SIDA) regarding The Swedish Initiative for Facilitating Trade in Africa (SWIFT) toward the cost of the Proposed Upgrade of Togwajale Cross Border Bridge and intends to apply part of the proceeds toward payments under the contract (s) for Proposed Upgrade of Togwajale Cross Border Bridge.
2. In case of lots, Bidders may Bid for one or several lots (contracts), as further defined in the Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.
3. TradeMark Africa now invites sealed Bids from eligible Bidders for Proposed Upgrade of Togwajale Cross Border Bridge
4. Bidding will be conducted through competitive bidding using the Standard Bidding Document for Works Request and is open to all eligible Bidders and using the TMA Procurement Procedures Manual and Regulations.
5. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents, in a two-envelope bidding process. The bidding document in English may be downloaded from the TradeMark Africa Procurement page <https://www.trademarkafrica.com/procurement/>
6. Pre-Bid Infor **Thursday 19th June 2025 at 1100hours EAT at the Somaliland Togwajale border**, please check the details in the Bid Data Sheet.
7. All Bids must be submitted physically as per **ITB 1.2(a)**. Bidders shall submit the Bids physically at the following location, Late Bids will be rejected

Street Address: Elili International Hotel

Floor/ Room number: Building 19th floor, sub-city woreda 17/18

City: Addis Ababa

Country: Ethiopia

8. All Bids must be accompanied by a Bid Security of **Ten Thousand USD (\$10,000)** from a commercial tier one bank. For Bid submission purposes only, the Employer's address is

Employer: TradeMark Africa

Attn: Head of Procurement

Address: Elili International Hotel, Building 19th floor, sub-city woreda 17/18

City : Addis Ababa

Country: Ethiopia

Telephone: +254 20 423 5000

E-mail: procurement@trademarkafrica.com

Website: <https://www.trademarkafrica.com/procurement/>

Standard Bidding Document for Works

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Specific Procurement Notice, specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements, being procured using the type of contract specified in the BDS. The name, identification, and number of lots (contracts) are specified in the BDS.</p>
	<p>1.2 Throughout this bidding document:</p> <ul style="list-style-type: none"> (a) the term "in writing" means communicated in written form (e.g., by mail, e-mail, including if specified in the BDS, distributed or received through electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; (c) "Day" means calendar day, unless otherwise specified as a "Business Day." A Business Day is any day that is a working day of the Employer's Country; it excludes the official public holidays; (d) "ES" means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)); (e) "Sexual Exploitation and Abuse" "(SEA)" means the following: <ul style="list-style-type: none"> "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; (f) "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; (g) "Contractor's Personnel" is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and (h) "Employer's personnel" is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

2. Source of Funds	<p>2.1 The Employer specified in the BDS has received financing (hereinafter called “funds”) toward the project named in the BDS. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document are issued.</p>
3. Fraud and Corruption	<p>3.1 The TMA requires compliance with the TMA Supplier Code of Conduct and its prevailing sanctions policies as set forth in the TMA Procurement Procedures Manual and Regulations.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the TMA to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the TMA.</p>
4. Eligible Bidders	<p>4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.</p>
	<p>4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

	<p>(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or</p> <p>(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the Contract implementation;</p> <p>(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 BDS 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</p> <p>(h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid 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 TMA throughout the procurement process and execution of the contract.</p>
	<p>4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.</p>
	<p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.</p>
	<p>4.5 A Bidder that has been sanctioned by the TMA, its financing partners, the World Bank, or Sovereign Government shall be ineligible to be bidding for, bid for, or be awarded or benefit from a contract, financially or otherwise, during such period of debarment.</p>

	<p>4.6 Bidders 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 TMA, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.</p>
	<p>4.7 A Bidder shall not be under suspension from Bidding by the Employer due to called Bid Security.</p>
	<p>4.8 Firms and individuals may be ineligible if and (a) as a matter of law or official regulations, the Employer's country prohibits commercial relations with that country, provided that the TMA 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 Employer'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 Works are implemented across jurisdictional boundaries (and more than one country is an Employer, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the TMA and the Employers involved in the procurement agree.</p> <p>4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.10 A firm that is under a sanction of debarment by the Employer from being awarded a contract is ineligible to participate in this procurement.</p>
5. Eligible Materials, Equipment and Services	<p>5.1 The materials, equipment and services to be supplied under the Contract and financed by the TMA may have their origin in any eligible country. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p>
B. Contents of Bidding Document	
6. Sections of Bidding Document	<p>6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART 1 Bidding Procedures</p>

	<ul style="list-style-type: none"> • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms <p>PART 2 Works' Requirements</p> <ul style="list-style-type: none"> • Section V – Works' Requirements <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI - General Conditions of Contract • Section VII - Particular Conditions of Contract • Section VIII - Contract Forms
	6.2 The Specific Procurement Notice issued by the Employer is not part of this bidding document.
	6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	<p>7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified in the BDS or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.</p>

	<p>7.2 The Bidder is advised to visit and examine the Site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>
	<p>7.3 The Bidder 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 Bidder, 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.</p>
	<p>7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	<p>7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p>
	<p>7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. If so specified in the BDS, the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified in the BDS. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Non attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.</p>
	<p>8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.</p>

	<p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.</p>
<p style="text-align: center;">C. Preparation of Bids</p>	
<p>9. Cost of Bidding</p>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>
<p>10. Language of Bid</p>	<p>10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<p>11. Documents Comprising the Bid</p>	<p>11.1 The Bid shall comprise two parts, namely the Technical Bid and the Financial Bid. These two parts shall be submitted simultaneously in the respective folders in the electronic procurement system. One folder shall contain only information relating to the Technical Bid and the other folder, only information relating to the Financial Bid.</p> <p>11.2 The Technical Bid shall contain the following:</p> <ul style="list-style-type: none"> (a) Technical Letter of Bid prepared in accordance with ITB 12; (b) Bid Security in accordance with ITB 19.1; (c) Alternative Technical Bid : if permissible in accordance with ITB 13, the Alternative Technical Bid; (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (e) Bidder's Eligibility: documentary evidence in accordance with ITB 17.1 establishing the Bidder's eligibility to Bid; (f) Qualifications: documentary evidence in accordance with ITB 17.2 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (g) Conformity: a technical proposal in accordance with ITB 16; and (h) any other document required in the BDS.

	<p>11.3 The Financial Bid shall contain the following:</p> <ul style="list-style-type: none"> (a) Financial Letter of Bid: prepared in accordance with ITB 12 and ITB 14; (b) Bill of Quantities or Activity Schedule completed in accordance with ITB 12 and ITB 14 as specified in the BDS; (c) Alternative Financial Bid: if permissible in accordance with ITB 13, the Alternative Financial Bid; and (d) any other document required in the BDS. <p>11.4 The Technical Bid shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Bid, the Bid shall be declared non-responsive.</p> <p>11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p> <p>11.6 The Bidder shall furnish in the Financial Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
12. Letters of Bid and Schedules	<p>12.1 The Technical Letter of Bid, Financial Letter of Bid and Priced Activity Schedules or Bill of Quantities shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.</p>
13. Alternative Bids	<p>13.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered.</p>
	<p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.</p>
	<p>13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other</p>

	relevant details. Only the technical alternatives, if any, of the Bidder with the lowest evaluated price conforming to the basic technical requirements shall be considered by the Employer.
	13.4 When specified in the BDS , Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Financial Letter of Bid and in the Priced Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
	14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
	14.3 The price to be quoted in the Financial Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Financial Letter of Bid, in accordance with ITB 12.1.
	14.5 Unless otherwise provided in the BDS , and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings. 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same

	time. However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.
	14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
15. Currencies of Bid and Payment	15.1 The currency of the Bid and the currency of payments shall be the same and shall be as specified in the BDS.
	15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a technical proposal in the Technical Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Technical Letter of Bid, included in Section IV, Bidding Forms. 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets and forms included in Section IV, Bidding Forms.
	17.3 If a margin of preference applies as specified in accordance with ITB 38.1, domestic Bidders, 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 ITB 38.1.
18. Period of Validity of Bids	18.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS , or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
	18.2 In exceptional circumstances, prior to the date of expiry of the Bid validity, the Employer may request Bidders to extend the period of

	<p>validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.</p>
19. Bid Security	<p>19.1 The Bidder shall furnish as part of its Technical Bid, the Bid Security as specified in the BDS, in original form and in the amount and currency specified in the BDS.</p>
	<p>19.2 A Bid Security shall use the form included in Section IV, Bidding Forms.</p>
	<p>19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee, and in the following form: an unconditional guarantee issued by a tier one commercial bank.</p>
	<p>19.4 If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.</p>
	<p>19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50.</p>
	<p>19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security.</p>
	<p>19.7 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Technical Letter of Bid and repeated in the Financial Letter of Bid or any extension thereto provided by the Bidder; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 49; or (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50.

	<p>19.8 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.5.</p>
	<p>19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letters of Bid or any extended date provided by the Bidder; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 49; or (ii) furnish a Performance Security and if required in the BDS, the Environmental, and Social (ES) Performance Security in accordance with ITB 50; <p>the Employer may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.</p> <p>20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.</p>
	<p>20.3 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p>
	<p>20.4 In case the Bidder is a JV, the Bid 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.</p> <p>20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>

D. Submission of Bids	
21. Sealing and Marking of Bids	21.1 The Bidder shall submit the Bid in two separate, sealed documents marked Technical Bid and the Financial Bid.
	21.2 The Bids, shall:
	<ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Employer in accordance with ITB 22.1; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening.
	21.3 If the Bids are not marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
22. Deadline for Submission of Bids	22.1 Bids must be received by the Employer at the address and no later than the date and time specified in the BDS . Bidders shall submit Bids in hard copy submissions. Bid submission procedures specified in the BDS .
	22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and electronically archived in the electronic procurement system.
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and

	<p>in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and</p> <p>(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.</p>
	<p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened and shall remain archived in the electronic procurement system.</p>
	<p>24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.</p>
E. Opening of Technical Bids	
25. Opening of Technical Bids	<p>25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall open and read out all Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders’ designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. The specific electronic Bid opening procedures required for electronic bidding in accordance with ITB 22.1, shall be as specified in the BDS.</p>
	<p>25.2 First, the written notice of withdrawal in the document marked “WITHDRAWAL” shall be opened and read out and the corresponding Bid shall not be opened but archived in the procurement system. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.</p> <p>25.3 Next, document marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but archived in the electronic procurement system. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.</p>
	<p>25.4 Next, document marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.</p>

	<p>25.5 Next, all other documents marked "TECHNICAL BID" shall be opened one at a time. All "FINANCIAL BIDS" shall remain sealed and unopened in the electronic procurement system until they are opened at a later opening date, following the evaluation of the Technical Bids. On opening the envelopes marked "TECHNICAL BID" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, and whether there is a modification; and Alternative Technical Bid; and any other details as the Employer may consider appropriate.</p> <p>25.6 Only Technical Bids and Alternative Technical Bids that are read out at Bid opening shall be considered further for evaluation.</p>
	<p>25.7 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).</p>
	<p>25.8 The Employer shall prepare a record of the Technical Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; (b) the receipt of the "FINANCIAL BID"; (c) the presence or absence of a Bid Security if one was required; and (d) if applicable, any Alternative Technical Bid. <p>25.9 A copy of the record shall be distributed to all Bidders.</p>
F. Evaluation of Bids – General Provisions	
26. Confidentiality	<p>26.1 Information relating to the evaluation of the Technical Bid shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Bid in accordance with ITB 34. Information relating to the evaluation of Financial Bid, the evaluation of combined Technical Bid and Financial Bid, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45.</p>
	<p>26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.</p>

	<p>26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.</p>
27. Clarification of Bids	<p>27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.</p>
	<p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the bidding document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and (c) "Omission" is the failure to submit part, or all of the information or documentation required in the bidding document.
29. Nonmaterial Nonconformities	<p>29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.</p> <p>29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>

G. Evaluation of Technical Bids	
30. Determination of Responsiveness of Technical Bid	<p>30.1 The Employer's determination of the Technical Bid's responsiveness shall be based on the contents of the Bid, as specified in ITB 11.</p> <p>30.2 Preliminary examination of the Technical Bid shall be carried out to identify bids that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that meets the requirements of the bidding 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 bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>30.3 If the Technical Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
31. Eligibility and Qualifications of the Bidder	<p>31.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Technical Bid meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.</p> <p>31.3 Prior to contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the TMA due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.</p>

	31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.
32. Detailed Evaluation of Technical Bid	<p>32.1 The Employer’s technical evaluation of Technical Bid will be carried out as specified in Section III, Evaluation and Qualification Criteria.</p> <p>32.2 The Procuring Entity shall examine the technical aspects of the bid submitted in accordance with ITB 16, to confirm that all requirements of Section V, Works' Requirements have been met without any material deviation, reservation, or omission.</p> <p>32.3 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
33. Subcontractors	<p>33.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.</p> <p>33.2 The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the BDS as can be met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.</p> <p>33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.</p>
H. Notification of Evaluation of Technical Bids and Opening of Financial Bids	
34. Notification of Evaluation of Technical Bids and Opening of Financial Bids	34.1 Following the completion of the evaluation of the Technical Bids, the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification requirements, advising them of the following information:
	<p>(a) the grounds on which their Technical Bid failed to meet the requirements of the bidding document;</p> <p>(b) their FINANCIAL BID will be unopened and archived in the electronic procurement system; and</p> <p>(c) notify them of the date, time and location of the opening of “FINANCIAL BID”.</p>

	<p>34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Bids have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> (a) their Bid has been evaluated as substantially responsive to the bidding document and met the qualification requirements; (b) their "FINANCIAL BID" will be opened at the date set for opening of the Financial Bids; and (c) notify them of the date, time and location of the opening of the "FINANCIAL BID".
	<p>34.3 The opening date shall be not less than the date specified in the notification of the results of the technical evaluation, specified in ITB 34.1 and 34.2. However, if the Employer receives a complaint on the results of the technical evaluation, the opening date shall be subject to ITB 52.1. The Financial Bid shall be opened in the presence of Bidders' designated representatives and anyone who chooses to attend.</p>
	<p>34.4 At this opening the Financial Bids will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive to the technical requirements will have their "FINANCIAL BID" opened at the second opening session. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Financial Bid, and any other details as the Employer may consider appropriate.</p> <p>34.5 Only Financial Bids, Alternative Financial Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.</p>
	<p>34.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "FINANCIAL BID".</p>
	<p>34.7 The Employer shall prepare a record of the Financial Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Bidder whose Financial Bid was opened; (b) the Bid price, per lot (contract) if applicable, including any discounts; and (c) if applicable, any Alternative Financial Bid.

	34.8 A copy of the record shall be distributed to all Bidders.
I. Evaluation of Financial Bids	
35. Evaluation of Financial Bids	35.1 To evaluate the Financial Bid, the Employer shall consider the following:
	(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contract or Activity Schedule for lumpsum contracts, but including Daywork items, where priced competitively;
	(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
	(c) price adjustment due to discounts offered in accordance with ITB 14.4;
	(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37;
	(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 35.4; and
	(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
	35.2 If price adjustment is allowed in accordance with ITB 14.5, 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 Bid evaluation.
	35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the lowest evaluated bid using the methodology specified in 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 Bid evaluation.
	35.4 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid 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 Bidders. If the price

	of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.
36. Correction of Arithmetic Errors	36.1 In evaluating the Financial Bid, the Employer shall correct arithmetical errors on the following basis:
	<ul style="list-style-type: none"> (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid.
37. Conversion to Single Currency	37.1 For evaluation and comparison purposes, the currency of the Bids shall be converted in a single currency as specified in the BDS .
38. Margin of Preference	38.1 Unless otherwise specified in the BDS , a margin of preference for domestic Bidders shall not apply.
39. Comparison of Financial PBIDS	39.1 The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
40. Abnormally Low Bids	40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
	40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

	<p>40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid.</p>
<p>41. Unbalanced or Front Loaded Bids</p>	<p>41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.</p> <p>41.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:</p> <ul style="list-style-type: none"> (a) accept the Bid; or (b) require that the amount of the performance security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract price; or (c) reject the Bid.
<p>J. Evaluation of Lowest Evaluated Bid and Notification of Intention to Award</p>	
<p>42. Evaluation of Lowest Evaluated Bid</p>	<p>42.1 The Employer's evaluation of responsive Bids will take into account technical factors and cost factors in accordance with Section III Evaluation and Qualification Criteria.</p> <p>42.2 Having compared the evaluated costs of Bids, the Employer shall determine the Lowest Evaluated Bid. The Lowest Evaluated Bid is the Bid of the Bidder that meets the Eligibility and Qualification Criteria and whose Bid has been determined to be substantially responsive to the technical requirements and Bidding document.</p>
<p>43. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>43.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.</p>
<p>44. Standstill Period</p>	<p>44.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be three (3) Business Days unless extended in accordance with ITB 48. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply.</p>

45. Notification of Intention to Award	<p>45.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. 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 Bidder submitting the successful Bid; (b) the Contract price of the successful Bid; (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; (d) the expiry date of the Standstill Period; and (e) instructions on how to request a debriefing and/or submit a complaint during the standstill period.
K. Award of Contract	
46. Award Criteria	<p>46.1 Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Lowest Evaluated Bid as specified in ITB 42.</p>
47. Letter of Acceptance	<p>47.1 Prior to the expiration of the Bid validity and upon expiry of the Standstill Period, specified in ITB 44.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid 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").</p> <p>47.2 Within fifteen (15) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice.</p> <p>47.3 The Contract Award Notice shall be published on the Employer's website with free access.</p> <p>47.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
48. Debriefing by the Employer	<p>48.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 45.1, an unsuccessful Bidder may make a written request to the Employer for a debriefing. The Employer shall provide a written debriefing to Bidder whose request is received within this deadline.</p>

	48.2 Debriefings of unsuccessful Bidders may be done in writing. The Bidder shall bear their own costs of attending such a debriefing meeting.
49. Signing of Contract	49.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.
	49.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within three (3) days of its receipt.
50. Performance Security	50.1 Within fifteen (15) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer.
	50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the second Lowest Evaluated Bid.
51. Adjudicator	51.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the BDS , plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.
52. Procurement Complaint	52.1 The procedures for making a Complaint are as specified in the BDS .

Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.

A. General	
ITB 1.1	<p>Tender number is: PRQ20241491</p> <p>The Employer is: TradeMark Africa</p> <p>The tender title is: Proposed Upgrade of Togwajale Cross Border Bridge</p> <p>The type of contract is: Admeasured contract</p> <p>The number and identification of lots (contracts) is: N/A</p>
ITB 1.2(a)	<p>In addition to one (1) original bid, the tenderer shall be required to provide 3 copies and 1 soft copy in a flash disk. The Flash disks should be put in the respective technical and financial bid envelopes. The submission shall be as follows.</p> <ul style="list-style-type: none"> - 1 original technical proposal and three copies plus a soft copy in a flash disk – these shall altogether be placed in an envelope marked Technical Bid. - 1 original Financial proposal and three copies plus a soft copy of the same in a flash disk (The soft copy financial proposal must be all placed together in an envelope marked Financial Bid. <p>Failure to submit as required shall lead to automatic disqualification) -</p>
ITB 2.1	The name of the Project is: Proposed Upgrade of Togwajale Cross Border Bridge
ITB 4.1	Maximum number of members in the JV shall be: 2
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is:</p> <p>Attention: <i>Head of Procurement</i></p> <p>Telephone: +254 20 423 5000</p> <p>Electronic mail address: <u>procurement@trademarkafrica.com</u></p>

ITB 7.1	<p>Requests for clarification should be received by the Employer no later than: <i>[Seven (7) days before the submission date.]</i> All enquiries must clearly specify the tender title, number, section being queried .</p> <p>Web page with free access where Bidding process information is published <i>https://www.trademarkafrica.com/procurement/</i></p>
ITB 7.4	<p>A Pre-Bid meeting <i>shall</i> take place at the following date, time and place:</p> <p>Date: Thursday 19th June 2025</p> <p>Time: 1100 Hrs EAT</p> <p>Place: Somaliland Togwajaale Border</p> <p>A site visit conducted by the Employer <i>shall be</i> organized</p>
ITB 7.6	<p>Web page with free access where Minutes of Pre-Bid Meeting is published <i>https://www.trademarkafrica.com/procurement/</i></p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: <i>English</i></p> <p>All correspondence exchange shall be in <i>English</i> language.</p> <p><i>English translation for all non-English certificates and other supporting documents MUST be provided.</i></p>
ITB 11.2 (h)	<p>The Bidder shall submit the following additional documents in the Technical Bid:</p> <ul style="list-style-type: none"> ▪ All information required in Form TECH-24: Support Documents <p><i>Note: Item a -d in Form TECH-24 above Must be contained in the Technical Proposal. Documents above are mandatory and failure to provide them SHALL lead to automatic disqualification of your submission.</i></p> <p>Code of Conduct for Contractor's Personnel (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>

	<p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <p><i>[Note: any specific plan and risk/s informed by the relevant environmental and social assessment]:</i></p> <ul style="list-style-type: none"> • <i>[e.g. Sexual Exploitation and Abuse (SEA) prevention and response action plan]</i> • <i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</i> • <i>[e.g. Waste management plan];</i> • <i>[e.g. Occupational Safety, Security and Health plan];</i> • <i>[e.g. Grievance Redress Mechanism for receiving and addressing any grievances arising in project implemmtation];</i> • <i>[e.g. Contractor’s Environmental and Social Management (C-ESMP) plan to ensure compliance with mitigation measures recommended in the Environmental and Social Impact Assessment report of the project]</i> <p><i>[If the contract has been assessed to present potential or actual cyber security risks, the method statement must also be required to include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Further, if there is assessed supply chain risk, the method statement must be required to include method statement to manage supply chain risks.]</i></p>
<p>ITB 11.3 (b)</p>	<p>The following schedules shall be submitted with the Bid:</p> <ul style="list-style-type: none"> • Technical Letter of Bid Form TECH-1: Required • Bidder Information Form TECH-2: Required • Site Organisation Form TECH-3: Required • Method Statement Form TECH-4: Required • Mobilization Schedule Form TECH-5: Required • Construction Schedule Form TECH-6: Required • Environmental and Social, Health Management Strategies and Implementation Plans (ES-MSIP) Form TECH-7: Required • Environmental and Social (ES) Performance Declaration Form TECH-8: Required • Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration Form TECH-9: Required

	<ul style="list-style-type: none"> • Code of Conduct for Contractor's Personnel (ES) Form TECH-10: Required • Historical Contract Non-Performance, Pending Litigation and Litigation History Form TECH-11: Required • Financial Situation and Performance Form TECH-12: Required • Average Annual Construction Turnover Form TECH-13: Required • Financial Resources Form TECH-14: Required • Current Contract Commitments/Works in Progress Form TECH-15: Required • General Construction Experience Form TECH-16: Required • Specific Construction and Contract Management Experience Form TECH-17: Required • Construction Experience in Key Activities Form TECH-18: Required • Specific Experience in Managing ES aspects Form TECH-19: Required • Equipment Form TECH-20: Required • Key Personnel Schedule Form TECH-21: Required • Resume and Declaration of Key Personnel Form TECH-22: Required • Form of Bid Security Form TECH-23: Required • Support Documents Form TECH-24: Required • List of Financiers in the past 3 years: Required • References from these Financiers indicating or confirming commitments or undertakings by the bidder; Required • Where a Joint Venture is proposed a copy of the Joint Venture Agreement entered into by all partners or a letter of intent to form a joint venture: Required <p>Any other relevant document.</p>
ITB 11.3 (d)	The Bidder shall submit the following additional documents in its Bid: None
ITB 13.1	<p>Alternative Bids shall not be considered.</p> <p><i>[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]</i></p>
ITB 13.2	<p>Alternative times for completion shall not be permitted.</p> <p><i>[If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria].</i></p>

ITB 13.4	Alternative technical solutions shall not be permitted <i>[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria].</i>
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The price shall be quoted by the Bidder in: USD
ITB 18.1	<i>The Bid shall be valid until: 31st October 2025. [To minimize the risk of errors by Bidders, the bid validity period is a specific date and not linked to the deadline for submission of bids. As stated in ITB 18.1, if there is a need to extend the date, for example because the bid submission deadline is extended by the Purchaser, the revised bid validity date shall be specified in accordance with ITB 8].</i>
ITB 19.1	A Bid Security shall be required. A Bid Security shall be required, the amount and currency of the Bid Security shall be: Ten Thousand (USD 10,000) United States Dollars In the form of a bank guarantee from a reputable tier 1 commercial bank in the format provided in Section IV – Bidding Forms. Any other form of Bid security shall not be accepted and will lead the bid being declared unresponsive. Bid Security Validity: 1st December 2025 , that is 30 days after the expiration of the bid validity period.
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.9	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Employer will declare the Bidder ineligible to be awarded contracts by the Employer for a period of 2 years starting from the date the Bidder performs any of the actions.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) A Power of Attorney which must be witnessed by a commissioner for oaths or similar authentication where applicable; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding

	<p>process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>(c) The Power of Attorney and JV Agreement or intention to sign one MUST be submitted with the technical bid.</p>
D. Submission of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is:</p> <p>Attention: <i>Head of Procurement</i></p> <p>Street Address: Elili International Hotel</p> <p>Office Building/Floor: Building 19th floor, sub-city woreda 17/18</p> <p>City: Addis Ababa</p> <p>Country: Ethiopia</p> <p>The deadline for Bid submission is:</p> <p>Date: 30 June 2025</p> <p>Time: 11:00 a.m. EAT</p> <p>Bidders shall submit the Bids physically at the following location</p> <p><i>Street Address: Elili International Hotel</i></p> <p><i>Floor/ Room number: Building 19th floor, sub-city woreda 17/18</i></p> <p><i>City: Addis Ababa</i></p> <p><i>Country: Ethiopia</i></p>
E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The Bid opening shall take place physically at:</p> <p>Street Address: Elili International Hotel</p> <p>Floor/ Room number: Building 19th floor, sub-city woreda 17/18</p> <p>City: Addis Ababa</p> <p>Country: Ethiopia</p> <p>Date: 30th June 2025</p> <p>Time: 11:30 a.m EAT</p>
ITB 25.1	The electronic Bid opening procedures shall <i>NOT BE APPLICABLE</i>
G. Evaluation of Technical Parts of Bids	
ITB 33.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.

ITB 33.2	<p>The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: Not Applicable</p> <p>a. _____</p> <p>b. _____</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation.</p>
ITB 33.3	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 20% of the <i>total contract amount</i> Bidders planning to subcontract shall specify, in the Letter of Bid, the activities or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.</p>
I. Evaluation of Financial Parts of Bids	
ITB 37.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: United States Dollars (USD)</p> <p>The source of exchange rate shall be: <i>Central Bank of Somaliland</i></p> <p>The date for the exchange rate shall be: <i>not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the date for the expiry of Bid validity specified in accordance with ITB BDS 18.1.</i></p>
ITB 38.1	<p>A margin of domestic preference <i>shall not</i> apply.</p>
K. Award of Contract	
ITB 50.1 and 50.2	<p>The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.</p>
ITB 51 Adjudicator	<p>The Adjudicator proposed by the Employer is: <i>To be proposed at a later stage</i></p> <p>The hourly fee for this proposed Adjudicator shall be: <i>To be proposed at a later stage.</i></p> <p>The biographical data of the proposed Adjudicator is as follows: <i>To be proposed at a later stage.</i></p>
ITB 52.1	<p>If a Bidder wishes to make a complaint about this procurement, the Bidder should submit its complaint in writing via email to complaints@trademarkafrica.org</p>

Section III - Evaluation and Qualification Criteria

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This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than those specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

- (a) For construction turnover or financial data required for each year, use the selling exchange rate prevailing on the last day of the respective calendar year (in which the amount for that year is to be converted) was originally established.
- (b) Value of single contract , use the selling exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 37.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

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

The information used to evaluate each criterion is contained in the documentary evidence shown on the right column of each criterion, including the Support Documents annexed to the Technical Bid.

Section III - Evaluation and Qualification Criteria

A: EVALUATION OF TECHNICAL BID

1. Eligibility Evaluation Criteria

The evaluation of **Technical Bids** shall commence by checking the completeness of the bid and eligibility of each bid. The Bidder is required to examine in detail all the requirements of the bidding document. Pursuant to the eligibility requirements in ITB 31.1, the Employer shall assess each Bid against the following Eligibility Evaluation Criteria. The Bid shall meet the following eligibility evaluation criteria without material deviation, reservation and omission. Any material deficiencies in providing the requested information in the required format and meeting the eligibility criteria may result in the rejection of the Technical Bid and will not be considered further in the evaluation of Bids.

No.	Subject	Eligibility Criteria	Documentary Evidence
1.1	Complete Bid	The Bid shall be submitted complete with all required Technical Bidding Forms, correctly and completely filled, with the relevant Support Documents in Annex.	Technical Bidding Forms. Support Documents
1.2	Legal Entity	The Bidder, and each member of the JV shall meet the legal registration status as a firm or joint venture and has furnished the power of attorney.	Certificate of Incorporation. Power of Attorney. JV Agreement.
1.3	Bid Security	The Bidder has furnished a Bid Security in accordance with ITB 19, where required.	Bid Security
1.4	Tax Compliance	The Bidder, and each member of the JV, is compliant with the tax obligations in the country of origin	Tax Compliance Certificate or similar document
1.5	Licensing	The Bidder as a firm and each member of the JV, meets the requirements for licensing requirements, where required, valid at least up to the date of submission of bids.	Professional License. Support Document.
1.6	Nationality	The Bidder, and each member of the JV, shall meet the nationality criteria	Certificate of Incorporation. JV Agreement

		in accordance with ITB 4.4	
1.7	Eligible Materials, Equipment and Services	The materials, equipment and services shall have their origin in eligible countries in accordance with ITB 5.1.	Form Tech-1: Technical Letter of Bid
1.8	Conflict of Interest	The Bidder, and each member of the JV, is eligible and has no conflicts of interest in accordance with ITB 4.2.	Form Tech-1: Technical Letter of Bid. Support Documents.
1.9	Debarment	The Bidder, and each member of the JV, has not been debarred by TMA, partner donors, the World Bank, or a Government with whom TMA has a Memorandum of Understanding as described in ITB 4.5.	Form Tech-1: Technical Letter of Bid. Support Documents.
1.10	State-owned Enterprise	The Bidder, if a state-owned enterprise meets the conditions of ITB 4.6	Form Tech-1: Technical Letter of Bid. Support Documents.
1.11	United Nations resolution and host country law	Not having been excluded as a result of prohibition in the host country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and 4.9.	Form Tech-1: Technical Letter of Bid. Support Documents

2. Technical Evaluation Criteria

2.1. Evaluation of Technical Proposal

In conformance with ITB 16.1, the Bidder shall furnish a technical proposal in its Technical Bid including a statement of work methods, equipment schedule, personnel schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.

Pursuant to ITB 32, the Employer shall examine the technical aspects of the Bid submitted in accordance with ITT 16, to confirm that all requirements of Section V, Works' Requirements have been met without any material deviation, reservation, or omission.

The evaluation of the technical proposal shall include evaluation of technical factors such as:

- (a) The extent the technical proposal meets or exceeds the requirements of the Specifications and Requirements,
- (b) The completeness, suitability and practicality of the methods statement for construction activities,
- (c) The proposed Work Program,
- (d) Management strategies and implementation plans for ES,
- (e) Quality assurance and sustainability factors,
- (f) The key equipment strategy and schedule,
- (g) The key personnel strategy, project structure and schedule.

2.3. Alternative Technical Solutions for specified parts of Works

The acceptability of technical alternatives for parts of the Works, if permitted under ITB 13.4, will be determined as follows:

- (a) The Employer shall consider Bids offered for alternatives as specified in Section V, Works Requirements. Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the bidding documents. Only the technical alternatives, if any, of the Bidder with the Lowest Evaluated Cost that conforms to the base technical requirements shall be considered by the Employer during the evaluation of the Financial Bid.
- (b) Time for completion of the Works from the Commencement Date shall be as specified in the Special Conditions of Contract SCC 1.1. No credit will be given for earlier completion.
- (c) Alternative technical solutions for specified parts of the works, if permitted under ITT 13.3, will be evaluated as follows: Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design.

If a Bid is not substantially responsive to the technical requirements as specified in Section V, Works Requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

3. Qualification Evaluation Criteria

Pursuant to ITB 31, the Employer shall assess each Bid that is responsive to the technical specifications and requirements against the following Qualification Evaluation Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. For multiple lots (contracts) specify financial and experience criteria for each lot under 2.1, 2.2, 3.2(a), 3.2(b) and 3.2 (c)

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
1. Historical Contract Non-Performance							
1.1	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January 2022 .	Must meet requirement	NA	Must meet requirement	NA	Form TECH-11: Historical Contract Non-performance, Pending Litigation and Litigation History
1.2	Pending Litigation	Bidder’s financial position and prospective long term profitability sound according to criteria established in 2.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	NA	Must meet requirement	NA	Form TECH-11: Historical Contract Non-performance, Pending Litigation and Litigation History
1.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1st January 2022	Must meet requirement	NA	Must meet requirement	NA	Form TECH-11: Historical Contract Non-performance, Pending Litigation and Litigation History

1.4	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an Employer for reasons of breach of environmental or social (including Sexual Exploitation and Abuse)) contractual obligations in the past five years.	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	NA	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	NA	Form TECH-8: ES Performance Declaration
1.5	SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the TMA for non-compliance with SEA/ SH obligations	Must meet requirement(including each subcontractor proposed by the Bidder)	NA	Must meet requirement (including each subcontractor)	NA	Form TECH-1: Technical Letter of Bid. Form Tech-9: SEA and/or SH Performance Declaration
		If the Bidder had been subject to disqualification by the TMA for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and	Must meet requirement (including each subcontractor proposed by the Bidder)	NA	Must meet requirement (including each subcontractor proposed by the Bidder)	NA	Form TECH-1: Technical Letter of Bid. Form Tech-9: SEA and/or SH Performance Declaration

		commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another works contract.					
2. Financial Situation and Performance							
2.1	Financial Capabilities <i>(i) Financial Resources</i>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD 140,000 (One Hundred and Forty Thousand United States Dollars) for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet Requirement	NA	NA	Form TECH-14: Financial Resources. Form TECH-24: Support Documents
	<i>(ii) Sources of Finance</i>	(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works	Must meet requirement	Must meet requirement	NA	NA	Form TECH-12: Financial Situation and Performance. Form TECH-15: Current

		currently in progress and for future contract commitments.					Contracts Commitments/ Works in Progress. Form TECH-24: Support Documents
	<i>(iii) Financial Position</i>	<p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last [2022, 2023,2024] years shall be submitted and demonstrate the current soundness of the Bidder's financial position. The Bidder's financial position will be deemed sound if at least two of the following four criteria are met:</p> <p>a) Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three years > 0.</p> <p>b) Total equity (net worth) for the last three years > 0.</p> <p>c) Average liquidity ratio [(Current assets) /</p>	Must meet requirement	NA	Must meet requirement	NA	Form TECH-12: Financial Situation and Performance. Form TECH-24: Support Documents

		(Current liabilities)] for the last three years > 1 d) Average indebtedness ratio [(Total financial liabilities) / EBITDA) for the last three years < 6.					
2.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US\$ US\$ 1,000,000One million United States Dollars calculated as total certified payments received for contracts in progress and/or completed within the last [three years, divided by three years	Must meet requirement	Must meet requirement	Must meet _____%, _____ of the requirement	Must meet _____% , _____ of the requirement	Form TECH-13: Average Annual Construction Turnover. Form TECH-24: Support Documents
3. Experience							
3.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 3 years, starting 1st January 2022.	Must meet requirement	NA	Must meet requirement	NA	Form TECH-16: General Construction Experience Form TECH-24: Support Documents
3.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of two similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management	Must meet requirements	Must meet requirement	NA	Must meet the following requirements for the key activities listed below 30% of the	Form TECH-17: Specific Construction and Contract Management Experience.

		<p>contractor or sub-contractor between 1st January 2022 and bid submission deadline:</p> <p>(i) Two contracts, each of minimum value of Five Hundred Thousand United States Dollars (USD500,000)</p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors]</i></p>				evaluation criteria]	Form TECH-24: Support Documents
3.2 (b)		<p>For the above and any other contracts substantially completed and under implementation as prime contractor, joint venture member, or sub-contractor between 1st January 2022 and bid submission deadline, a minimum construction experience in the following key activities successfully completed Volume of</p>	Must meet requirements	Must meet requirements	NA	<p>Must meet the following requirements for the key activities listed below 30% of the corresponding minimum requirements that have to be met by</p>	<p>Form TECH-18: Construction Experience in Key Activities.</p> <p>Form TECH-24: Support Documents</p>

		Concrete <i>equivalent or above</i> m^3 500 and mass excavation of m^3 200 and masonry works of m^2 2,500				<i>one member, otherwise this cell should state: "N/A"]</i>	
3.2 (c)	Specific Experience in managing ES aspects	<p>For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2022 and bid submission deadline, experience in managing ES risks and impacts in the following aspects:</p> <ul style="list-style-type: none"> • Preparation and implementation of Environmental and Social Management Plans (ESMPs) and stakeholder engagement protocols/grievance redress management. 	Must meet requirements	N/A	Must requirement:	N/A	<p>Form TECH-19: Specific Experience in Managing ES Aspects.</p> <p>Form TECH-24: Support Documents</p>

4. Key Personnel

The Bidder must demonstrate that it will have suitably qualified and in adequate numbers of Key Personnel, as described in the Specification. The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete **Form TECH-21 Key Personnel Schedule** and **Form TECH-22 Resume and Declaration of Key Personnel** in Section IV, Bidding Forms.

The Employer shall insert in the table (i) the list of Key Personnel, (ii) a minimum number of years of experience (e.g. 5 to 10 years), and (iii) a minimum number of years of experience of comparable projects (e.g. 2 to 5 years).

No.	Position	Qualifications/Position	No.	Experience
1	Project Director/ Team Leader	Must be a registered Civil Engineer or structural Engineer with a relevant Degree.	1	<p>Minimum of 10 years progressively senior experience across core elements of Project Planning /Structuring / Designing /Construction, Program Management /Supervision, preferably related buildings and roads constructions.</p> <p>Minimum 5 years with at least two programs in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management. The Project Director should preferably have Experience in Somali Region of Ethiopia or Somaliland of similar nature. Fluency in written and spoken English is Mandatory.</p>

2	Site Engineer	Must be a registered Civil Engineer, Quantity Surveyor or Architect with a relevant Degree.	1	<p>Minimum of 10 years' experience in the domain of infrastructure and buildings with appropriate experience in planning / supervision / project appraisal of infrastructure essentially related to roads and buildings</p> <p>Minimum 5 years with at least two programs in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management.</p> <p>The Project Managers should preferably have Experience in Somali Region of Ethiopia or Somaliland of similar nature.. Fluency in written and spoken English is Mandatory.</p>
5	Foreman	Must have a certificate in Construction	1	Minimum 10 years of experience in similar infrastructure projects.
6	Material Expert	Must have a university bachelor's degree in civil/geotechnical/material engineering.	1	Minimum 10 years of experience in civil works. Shall be responsible for ensuring the quality of all materials to be incorporated in the works as well as the completed works conforms

				to the design and contract specifications.
9	Topographical Surveyor	Minimum Diploma in Topography/land surveying or equivalent	1	Minimum 7 years' experience topographic/land surveying surveys
12	Health, Safety and security Expert	Must possess at least a University Degree in Health Safety and Security or Certificate in OSHA.	1	Should have (10) years' experience at least in infrastructure works in similar complexity and five (05) years of specific experience as Health, Safety and security Expert
13	Sociologist	Posses a degree in Gender/ Social Science, or, related discipline.		Should have at least 7 years of professional experience in development work with social and gender components. At least 5 years in the design and/ or management, social impact assessment and mitigation measures of infrastructure programs and projects in Africa. Knowledge of the local language in the project area is desirable

5. Equipment

The Bidder must demonstrate that it has access to the following key equipment. The Bidder shall provide further details of proposed items of equipment using **Form TECH-20 Equipment** in Section IV, Bidding Forms.

[The Employer shall list the key equipment and minimum number, and for each lot]

No.	Equipment Type and Characteristics	Quantity	Document required	Evaluation (Pass or Fail)
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1	Excavator 1.2 to 4.6 m3 capacity	1	Log Book/Registration Card/Lease Agreement	
2	Jack Hammer	1	Log Book/Registration Card/Lease Agreement	
3	Lorries up to 20 Tons gross weight	4	Log Book/Registration Card/Lease Agreement	
4	Pickups up to 1 ton carrying capacity	1	Log Book/Registration Card/Lease Agreement	
6	Self-loading Concrete Mixers (10-14 m ³ /hr)	1	Log Book/Registration Card/Lease Agreement	
9	Vibrating Plate Compactors 114-200 kg operating weight	1	Log Book/Registration Card/Lease Agreement	
10	Poker vibrators	1	Log Book/Registration Card/Lease Agreement	
12	Compaction roller 10 ton	1	Log Book/Registration Card/Lease Agreement	
16	Wheel loader	2	Log Book/Registration Card/Lease Agreement	
17	Steel for Scaffolding of 500 sqm	set	Proof of ownership or leasing	
18	Survey equipment include Total station , Real Time GPS Levels , Tapes with associated accessories	set	Log Book/Registration Card/Lease Agreement. Calibration certificate for each	
19	Power generator for the works.	set	-	

	Adequate and sufficient lighting for night working hours			
Evaluation outcome				Pass or Fail

6. Subcontractors

If permitted under ITB 33, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. The Specialized Subcontractor shall continue to meet the criteria used at the time of prequalification, where carried out. The Bidder shall provide in Section IV-Bidding Forms the relevant details of all proposed subcontractors.

The Subcontractor for the following major activities and sub-activities must meet the following minimum criteria: Not Applicable

B. EVALUATION OF FINANCIAL BID

Financial Evaluation Procedures

- (a) The evaluation of the financial bid shall be done using the procedure described in ITB 35 to 42.
- (b) To evaluate each Financial Bid, the Employer shall consider the factors in ITB 35.1 (a) to (f).
- (c) In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply *[The following are examples. Modify/add as appropriate]*

In accordance with ITB 34.1(f) the Employer Purchaser's evaluation of the Financial Bid may take into account, in addition to the Bid Price, one or more of the following factors using the following criteria and methodologies: *(If not used, indicate Not Applicable)*

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: *[If not used, indicate Not Applicable]*

If the alternative technical solutions of parts of the Works, if permitted under ITB 13.4, were accepted in the evaluation of the Technical Part, the Financial Part of the Bid shall be evaluated as follows: *[If not used, indicate Not Applicable]*

C. CONTRACT AWARD

The Bids shall be evaluated in accordance with ITB 42 to determine the lowest evaluated bid.

If in accordance with ITB 1.1 Bids are invited for more than one lot or package, the contract will be awarded to the Bidder or Bidders with the Lowest Evaluated Bid for the individual lots. Multiple Contracts shall be in accordance with ITB 35.3.

If a Bidder, with a Bid that is substantially responsive and with the lowest evaluated price for individual lots, is not qualified for the combination of the lots, then the award will be made based on the lowest evaluated price for the combination of lots for which the Bidders are qualified. Cross discounts for award of multiple lots will not be considered.

The lowest evaluated Bidders may be subject to Due Diligence before contract award.

Section IV - Bidding Forms

The Bidder shall use the bidding forms listed in this section to prepare and submit their Bid, annexing the relevant Support Documents to the Technical Bid. A Bidder that fails to use these bidding forms or provides irrelevant documents or submits the whole bidding document as a bid may be rejected. The Employer shall issue the bidding document in MS Word to facilitate extraction and use of the bidding forms in the required format.

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4.1. TECHNICAL BIDDING FORMS

The Bidder shall use these Technical Bidding Forms to prepare a Technical Bid, including the Support Documents, all of which shall be marked “Technical Bid.” The bidder’s failure to provide the required information, use these Technical Bidding Forms and furnish the required documents, or submit the whole bidding document back as the bid may result in the rejection of the bid.

Form TECH-1: Technical Letter of Bid

The Bidder shall prepare this Technical Letter of Bid using its official stationery and letterhead showing the Bidder’s complete name physical address, telephone number and email address. Delete this box once you have completed the bid. All italicized text is to help Bidders in preparing this form.

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

Tender Number.: *[insert identification number]*

Contract Title: *[Insert the contract title]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit our Bid in two separate envelopes namely (a) the Technical Part, (b) and the Financial Bid.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Suspension:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Security in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: “including any of our JV members”]*, and any of our subcontractors:

- i. *[have not been subject to disqualification by the TMA for non-compliance with SEA/SH obligations.]*
- ii. *[are subject to disqualification by the TMA for non-compliance with SEA/SH obligations.]*
- iii. *[had been subject to disqualification by the TMA for non-compliance with SEA/SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the TMA for non-compliance with SEA/SH obligations for a period of two years. We have subsequently provided and demonstrated*

that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

- v. [had been subject to disqualification by the TMA for non-compliance with SEA/SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (f) **Bid Validity:** Our Bid shall be valid until the date specified in ITB 18.1, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental and Social (ES) Performance Security, Delete if not applicable]* in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the by TMA, partner donors, the World Bank, or a government with whom TMA has a Memorandum of Understanding. Further, we are not ineligible pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise:** *[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 ITB 4.6];*
- (k) **Binding Contract:** We understand that this Bid, 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;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid or any other Bid that you may receive;
- (m) **Fraud and Corruption:** 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 Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder. In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *[insert complete name of person duly authorized to sign the Bid. Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid]*

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

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]*

Form TECH-2: Bidder Information Form

Date:	<i>[insert day, month, and year]</i>	
Tender No.	<i>[insert bid reference number]</i>	
Tender Title:	<i>[insert contract title]</i>	
Bidder's name	<i>[insert full name]</i>	
In case of Joint Venture (JV), name of each member	<i>[insert full name of each member in JV]</i>	
Bidder's actual or intended country of registration	<i>[indicate country of registration or incorporation]</i>	
Bidder's actual or intended year of incorporation	<i>[indicate year of incorporation]</i>	
Bidder's legal address, in country of registration	<i>[insert street/ number/ town or city/ country]</i>	
Bidder's authorized representative information:	Name	<i>[insert full name]</i>
	Address	<i>[insert street, number, town or city, country]</i>
	Telephone number	<i>[insert telephone numbers, with country codes]</i>
	E-mail address	<i>[indicate e-mail address]</i>
<p>Attached under the Form TECH 24: Support Documents are copies of original documents of (a) certificate of incorporation or registration, (b) In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2; (c) In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing legal and financial autonomy, operation under commercial law, establishing that the Bidder is not under supervision of the Employer, (d) included are organizational chart and a list of Board of Directors for the Bidder and JV members.</p>		

Form TECH-3: Site Organization

[insert site organization information and structure]

Form TECH-4: Method Statement

[insert Method Statement]

[If the contract has been assessed to present potential or actual cyber security risks, the method statement must also include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Further, if there is assessed supply chain risk, the method statement must include method statement to manage supply chain risks.]

Form TECH-5: Mobilization Schedule

[insert Mobilization Schedule]

Form TECH-6: Construction Schedule

[insert Construction Schedule]

Form TECH-7: Environmental and Social, Health Management Strategies and Implementation Plans (ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

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

Form TECH-8: Environmental and Social (ES) Performance Declaration

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

Bidder's Name	[Insert full name of bidder]		
Date	[insert day, month, year]		
Bid Reference No.	[Insert the bid reference number]		
Contract Title	[insert the brief description of the works]		
Environmental and Social, Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria, Subfactor 1.4 (Qualification Evaluation Criteria)			
<ul style="list-style-type: none"> ▪ 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 Section III, Evaluation and Qualification Criteria, Sub-Factor 1.4. ▪ 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 Section III, Evaluation and Qualification Criteria, Sub-Factor 1.4. Details are described below: 			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s) e.g., for gender-based violence; sexual exploitation or sexual abuse breaches]	[insert amount]
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s)]	[insert amount]
...	...	[list all applicable contracts]	...
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., for gender-based violence; sexual exploitation, or sexual abuse breaches]</i>	<i>[insert amount]</i>

Form TECH-9: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a JV and each subcontractor proposed by the Bidder]

Bidder's Name	<i>[insert full name]</i>
Date	<i>[insert day, month, year]</i>
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full name]</i>
Bid Reference No.	<i>[insert reference number]</i>
Contract Title	<i>[insert contract title]</i>
SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria, Subfactor 1.5 (Qualification Evaluation Criteria).	
We <i>[Bidder to select one of the following relevant declaration]</i> :	
<input type="checkbox"/>	(a) have not been subject to disqualification by the TMA for non-compliance with SEA/ SH obligations.
<input type="checkbox"/>	(b) are subject to disqualification by the TMA for non-compliance with SEA/SH obligations.
<input type="checkbox"/>	(c) had been subject to disqualification for non-compliance with SEA/SH obligations An arbitral award on the disqualification case has been made in our favor.
<input type="checkbox"/>	(d) had been subject to disqualification for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.
<input type="checkbox"/>	(e) had been subject to disqualification for non-compliance with SEA/SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/SH obligations.
<i>[If (c) above is applicable, the Bidder shall attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>	
<i>[If (d) or (e) above are applicable, provide the following information:]</i>	
Period of disqualification: From: _____ To: _____	
If previously provided for another works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above) Name of Employer: _____ Name of Project: _____	

Contract description: _____

Brief summary of evidence provided: _____

Contact Information:

Telephone: _____

Email: _____

Name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above**) *[attach details as appropriate]*.

Form TECH-10: Code of Conduct for Contractor's Personnel (ES) Form**Note to the Bidder:**

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, *[enter name of Contractor]*. We have signed a contract with *[enter name of Employer]* for *[enter 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 Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. 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 behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

Required Conduct

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. 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 Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, 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;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

Raising Concerns

If any person observes 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 with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters]* in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline *(if any)* and leave a message.

The person'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.

For Contractor's Personnel:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Contractor's contact person with relevant experience]* requesting an explanation.

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

Attachment 1 To the Code of Conduct Form
Behaviors Constituting Sexual Exploitation and Abuse (SEA) and
Behaviors Constituting Sexual Harassment (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g., cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Form TECH-11: Historical Contract Non-Performance, Pending Litigation and Litigation History

[Using the following forms, the Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last ten years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid. The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence]

Bidder's Name:	<i>[insert full name]</i>			
Date:	<i>[insert day, month, year]</i>			
Joint Venture Member's Name:	<i>[insert full name]</i>			
Tender Number:	<i>[insert tender number]</i>			
Tender Title:	<i>[insert prequalification contract title]</i>			
Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria				
<ul style="list-style-type: none"> Non-performance of a contract did not occur as a result of contractor's default, as specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 1.1 (Qualification Evaluation Criteria) The contract(s) not performed as specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 1.1 (Qualification Evaluation Criteria). 				
Year	Non-performed portion of contract	Contract Identification		Total Contract Amount
<i>[insert year]</i>	Amount: <i>[Insert amount]</i>	Contract Number	<i>[Insert contract number]</i>	Amount: <i>[insert contract amount]</i>
		Contract Title	<i>[Insert title of contract]</i>	
		Name of Employer	<i>[insert full name]</i>	Currency: <i>{Insert currency of contract}</i>
	Percentage: <i>[Insert Percentage]</i>	Address of Employer	<i>[insert street/city/country]</i>	Exchange Rate: <i>[Insert exchange rate]</i>
		Telephone	<i>[insert telephone number]</i>	
		Email	<i>[Insert email address]</i>	
		Reason(s) for nonperformance:	<i>[indicate main reason(s)]</i>	<i>[Insert US\$ Equivalent]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria				
<ul style="list-style-type: none"> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 1.2 (Qualification Evaluation Criteria) Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 1.2 as indicated below. 				
Year of dispute	Amount in dispute	Contract Identification		Total Contract Amount
<i>[insert year]</i>		Contract Number	<i>[Insert contract number]</i>	Amount:

	Amount: <i>[insert amount]</i>	Contract Title	<i>[Insert title of contract]</i>	<i>[insert contract amount]</i>
		Name of Employer:	<i>[insert full name]</i>	Currency: <i>[Insert currency of contract]</i>
	Currency: <i>[Insert currency]</i>	Address of Employer:	<i>[insert street/city/country]</i>	Exchange Rate: <i>[Insert exchange rate]</i>
		Matter in dispute:	<i>[indicate main issues in dispute]</i>	<i>[Insert US\$ Equivalent]</i>
		Party who initiated the dispute:	<i>[indicate "Employer" or "Contractor"]</i>	
		Status of dispute:	<i>[Briefly describe the current status]</i>	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria				
<ul style="list-style-type: none"> ▪ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 1.3 (Qualification Evaluation Criteria). ▪ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 1.3 as indicated below. 				
Year of award	Outcome as percentage of Net Worth	Contract Identification		Total Contract Amount
<i>[Insert Year]</i>	Amount of court/arbitral award decisions against the Bidder	Contract Number	<i>[Insert contract number]</i>	Amount: <i>[insert contract amount in currency]</i>
	<i>[Insert Amount US\$]</i>	Contract Title	<i>[Insert title of contract]</i>	
		Name of Employer	<i>[insert full name]</i>	Currency: <i>[Insert currency of contract]</i>
	Net Worth of Bidder	Address of Employer	<i>[insert street/city/country]</i>	Exchange Rate: <i>[Insert exchange rate]</i>
	<i>[Insert Amount US\$]</i>	Matter in dispute	<i>[indicate main issues in dispute]</i>	
		Party who initiated the dispute	<i>[indicate "Employer" or "Contractor"]</i>	
	Award Amount as % of Net Worth	Reason(s) for Litigation and award decision	<i>[indicate main reason(s)]</i>	<i>[Insert US\$ Equivalent]</i>

	<i>[Insert %]</i>			
--	-------------------	--	--	--

Form TECH-12: Financial Situation and Performance**(a) Financial data**

Bidders Name	<i>[insert full name]</i>				
Date	<i>[insert day, month, year]</i>				
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full name]</i>				
Bid Reference No.	<i>[insert bid reference number]</i>				
Contract Title	<i>[insert contract title]</i>				
Type of Financial information in [insert currency]	Historic information for previous years (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet):					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement:					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

(b) Sources of Finance

[The following table shall be filled in for the Bidder and all parties combined in case of a Joint Venture]

The Bidder shall specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments as specified in **Section III, Evaluation and Qualification Criteria, Subfactor 2.1(ii) (Qualification Evaluation Criteria)**

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

(c) Financial documents

The Bidder and its parties shall provide copies of audited accounts and financial statements for the number of years specified pursuant **Section III, Evaluation and Qualifications Criteria, Sub-factor 2.1 (Qualification Evaluation Criteria)**.

The Bidder shall attached as annex under **Form TECH-24: Support Documents**, the copies of audited accounts and financial statements for the number of required years; and complying with the requirements. If the most recent set of financial statements is for a period earlier than 12 months from the date of the deadline for bid submission, the reason for this should be justified.

The financial statements shall:

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

Form TECH-13: Average Annual Construction Turnover

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name	<i>[insert full name of Bidders]</i>			
Date	<i>[insert day, month, year]</i>			
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full name]</i>			
Bidder Reference No.	<i>[insert prequalification number]</i>			
Contract Title	<i>[insert the contract title]</i>			
Annual turnover data for construction only				
Year	Amount	Currency	Exchange rate	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount in currency]</i>	<i>[Insert currency]</i>	<i>[Insert exchange rate to US\$]</i>	<i>[Insert US\$ equivalent]</i>
Average Annual Construction Turnover				
<i>[Total USD equivalent for all years divided by the total number of years. See Section III, Evaluation and Qualification Criteria, Subfactor 2.2]</i>				

Form TECH-14: Financial Resources

The Bidder shall specify the proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified **in Section III, Evaluation and Qualification Criteria, Subfactor 2.1(i) (Qualification Evaluation Criteria)**

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

Form TECH-16: General Construction Experience

[The following table shall be filled in for the Bidder and in the case of a JV, each Member. Identify contracts that demonstrate continuous construction work over the specified past years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 3.1 (Qualification Evaluation Criteria). List contracts chronologically, according to their commencement (starting) dates.]

Bidder's Name		<i>[insert full name]</i>	
Date		<i>[insert day, month, year]</i>	
Name of Joint Venture Member or Specialized Subcontractor		<i>[insert full name]</i>	
Bid Reference No.		<i>[insert bid identification number]</i>	
Contract Title		<i>[insert contract title]</i>	
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Telephone: <i>[Insert telephone number with country code]</i> Email: <i>{insert official email address}</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Telephone: <i>[Insert telephone number with country code]</i> Email: <i>{insert official email address}</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
...

Form TECH-17: Specific Construction and Contract Management Experience

[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture, and Specialized Sub-contractors]

Date	<i>[insert day, month, year]</i>
Bidder's Name	<i>[insert full name]</i>
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full name]</i>
Prequalification Reference No.	<i>[insert prequalification number]</i>
Contract Title	<i>[insert contract title]</i>

Similar Contract:	Information			
Contract number	<i>[insert contract number]</i>			
Contract name	<i>[insert contract name]</i>			
Award date	<i>[insert day, month, year]</i>			
Completion date	<i>[insert day, month, year]</i>			
Role in Contract [check the appropriate box]	Prime Contractor	Member in JV	Management Contractor	Sub-contractor
Total Contract Amount in currency	Exchange Rate		Total contract amount in US\$	
<i>[Insert amount in currency of contract]</i>	<i>[Insert exchange rate to US\$]</i>		<i>[Insert total contract amount in US\$ equivalent]</i>	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert total contract amount in US\$ equivalent]</i>	
			<i>[insert exchange rate to US\$]</i>	
	<i>[insert roles and responsibilities]</i>			
Employer's Name:	<i>[insert full name]</i>			
Address	<i>[indicate street / number / town or city / country]</i>			
Telephone number	<i>[insert telephone, including country and city area codes]</i>			

E-mail	<i>[insert official email address]</i>
Description of the similarity of the contract in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 3.2(a) (Qualification Evaluation Criteria)	
Amount	<i>[insert amount in local currency, exchange rate, US\$ in words and in figures]</i>
Physical size of required works items	<i>[insert physical size of items]</i>
Complexity	<i>[insert description of complexity]</i>
Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
Construction rate for key activities	<i>[insert rates and items]</i>
Other Characteristics	<i>[insert other characteristics as described in Section V, Scope of Works]</i>

Form TECH-18: Construction Experience in Key Activities

All Sub-contractors for key activities must complete the information in this form as per ITB 33.2 and 33.3 and **Section III, Evaluation and Qualification Criteria, Sub-criteria 3.2(b) (Qualification Evaluation Criteria)**.

Bidder's Name	<i>[insert full name]</i>
Date	<i>[insert day, month, year]</i>
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full name]</i>
Sub-contractor's Name, if applicable	<i>[Insert subcontractor name where applicable]</i>
Bid Reference No.	<i>[insert bid reference number]</i>
Contract Title	<i>[insert contract title]</i>

The following form will be filled for each key activity.

Key Activity No. 1	<i>[insert brief description of the activity, emphasizing its specificity]</i>			
Total Quantity of Activity under the contract	<i>[Insert the quantity of activity]</i>			
Contract Identification:	Information:			
Contract number	<i>[insert contract number]</i>			
Contract name	<i>[insert contract name]</i>			
Award date	<i>[insert day, month, year]</i>			
Completion date	<i>[insert day, month, year]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor	Member in JV	Management Contractor	Sub-contractor
Total Contract Amount in currency	<i>[insert total contract amount in contract currency]</i>		US\$ <i>[insert total contract amount in US\$ equivalent]</i>	
			<i>[Insert exchange rate]</i>	
Quantity (volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key]</i>	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)

<i>activity successfully completed in the role performed]</i>			
Year 1			
Year 2			
Year 3			
Year 4			
Employer's Name	<i>[insert full name]</i>		
Address	<i>[indicate street / number / town or city / country]</i>		
Telephone	<i>[insert telephone including country code] city area codes]</i>		
Email	<i>[insert e-mail address]</i>		

2. Key Activity No. 2

[use the table format above to provide information for key activity two and more]

Form TECH-19: Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name	<i>[insert full name]</i>
Date	<i>[insert day, month, year]</i>
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full name]</i>
Bid Reference No.	<i>[insert prequalification number]</i>
Contract Title	<i>[insert prequalification contract title]</i>

1. Key Requirement no 1 in accordance with Qualification Criteria 3.2 (c): _____

Contract number	[insert contract number]			
Contract name	[insert contract name]			
Award date	[Insert the award date]			
Completion date	[Insert completion date]			
Role in Contract	Prime Contracto	Member in JV	Management Contractor	Subcontracto r
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with Qualification Criteria 3.2 (c): _____

3. Key Requirement no 3 in accordance with Qualification Criteria 3.2 (c): _____

4.

Form TECH-20: Equipment

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

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 of Equipment	(a) Owned	(b) Rented	Leased	Specially manufactured

Omit the following information for equipment owned by the Bidder:

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

Form TECH-21: Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract, using the list of Key Personnel provided in Section III Evaluation and Qualification Criteria. The data on their experience should be supplied using the **Form Tech-22** below for each candidate.

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

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

Form TECH-22: Resume and Declaration of Key Personnel

Name of Bidder		
Position [#1]: <i>[title of position from Form Tech-21]</i>		
Personnel Information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Employer Details	Address of employer:	
	Telephone:	Contact Person:
	Email:	
	Job title:	Years with present employer:

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

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

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form Tech-10 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 Bid:

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/week/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 Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form TECH-23: Form of Bid Security**Form of Demand Guarantee****Beneficiary:** _____**Request for Bids No:** _____**Date:** _____**BID GUARANTEE No.:** _____**Guarantor:** _____

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

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid 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 Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid 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, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid 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]

Form TECH-24: Support Documents

The Bidder shall submit the following support documents in the form of numbered annex.

- a. Stamped valid bid security from a reputable tier one commercial bank.
- b. JV agreement or intention to sign one (for JV) (if applicable);
- c. Signed and stamped Power of Attorney which must be witnessed by a commissioner for oaths or similar authentication where applicable.
- d. Signed TMA Supplier Code of Conduct
- e. Certificate of Incorporation or Registration
- f. Tax compliance certificate or similar in country of Bidder
- g. Professional membership certificates of the firm, if required
- h. Experience reference letters for the Bidder
- i. Certificates of completion of works
- j. Audited accounts and financial statements
- k. Bidder's corporate organization structure
- l. Equipment ownership certificate
- m. Equipment rental and lease agreements
- n. Academic certificates for key personnel
- o. Professional certificates for key personnel
- p. Professional practice licenses for key personnel, if required
- q. Professional membership certificates for key personnel, if required
- r.

[The Employer and/or Bidder shall add any additional and required documents to support the evaluation and qualification criteria as well as requirements in bidding form]

4.2. FINANCIAL BIDDING FORMS

[The Bidder shall use these Financial Bidding Forms to prepare a Financial Bid, all of which shall be placed in the second envelope marked "Financial Bid." The Bidder's failure to provide the required information and documents may result in rejection of the bid.]

Form FIN-1: Financial Letter of Bid

The Bidder shall prepare this Financial Letter of Bid using the official stationery and letterhead clearly showing the Bidder's complete name, physical address, telephone and email address. Delete this box once you have completed the bid. All italicized text is to help Bidders in preparing this form. Delete this box once you have completed the Bid.

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

Bid Reference No.: *[insert identification number]*

Contract Title.: *[insert the contract title]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Technical Letter of Bid enclosed in a separate envelope.

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1 or as may be extended through an amendment]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

Description	Amount (insert currency)
Cost of Works	
Taxes <i>(list all applicable taxes in separate rows):</i>	
Value Added Tax	
Withholding Tax	
[Other, specify	
Subtotal Taxes	
Total Price Inclusive of All Applicable Taxes	

[Insert one of the options below as appropriate]

[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the amounts and currencies];

Or

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

(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 Bidding 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. If none has been paid or is to be paid, indicate None].*

Name of Recipient	Address	Reason	Amount

Name of the Bidder: *[insert complete name of the Bidder or name of JV]*

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

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

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]*

Form FIN-2: Schedule of Bill of Quantities

[The Bidder shall delete the following guide in the final Bid]

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*
- (b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

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

Sample Bill of Quantities
(Local Currency and Foreign Currency)

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
	<i>[To be entered by the Employer;_Delete if not applicable:]</i> Provisional sums for additional ES outcomes.				
Total					_____

Activity Schedule

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Amount</i>
	[To be entered by the Employer; Delete if not applicable:] Provisional sums for additional ES outcomes.		

Form FIN-3: Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TOTAL BID PRICE (Including provisional sum)				

Form FIN-4: Schedule(s) of Adjustment Data**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder'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 Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B - Foreign Currency

Name of Currency: _____

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder'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 Bidder will be required to specify a value within the range such that the total weighting = 1.00]

PART 2 – Works' Requirements

Section V - Works’ Requirements

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Specification

A set of precise and clear Specification is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive procurement, the Specification must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. The Specification should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar projects in the same country may be useful for preparing Specification. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Any sustainable procurement technical requirements (in addition to the ES requirements stated in the Environmental and Social Requirements) shall be clearly specified. The sustainable procurement requirements shall be specified to enable evaluation of 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 be 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.) Bidders may be invited to offer Works that exceeds the specified minimum sustainable procurement requirements.

[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 Bidder to include its assessment of supply chain risks and proposal to manage the risks.]

Care must be taken in drafting Specification to ensure that they are not restrictive. In the Specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Employer's country or other standards, the Specification should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specification.

"Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents."

[These Notes for Preparing Specification are intended only as information for the Employer or the person drafting the bidding document. They should be deleted and should not be included in the final bidding documents issued to Bidders]

Environmental and Social (ES) Requirements

The assigned contractor must implement all the ESIA recommendations, and any applicable project consent/permit conditions. In addition, they will submit regular reports on the implementation status of the ESIA and the Environmental and Social Management Plan (ESMP). The metrics for regular reports is presented the succeeding page

The contractor must therefore take reasonable steps to protect the environment and people (both on and off the site). The contractor must comply with the World Bank's Environment and Social Framework (ESF 2016) and comply with the Environment and Social Standards (ESSs) outlined therein. TMA considers World Bank's ESF as materially consistent with TMA's ES requirements hence its application.

The contractor will ensure the following: no child labour; no forced labour; adequate health and safety and environment standards; safeguards against pollution; and adequate stakeholder consultation and due legal process in the event of compulsory purchase of land or removal of residents.

If TMA finds that the environmental or social impacts of any of its proposed projects are not likely to be adequately addressed, it may opt to stop proceeding with the project.

The World Bank ESF can be found on:

<https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>

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

Sub-Clause/Clause No.	Sub-Clause/Clause	Remarks
8.2	<i>Other Contractors</i>	<i>Indicates specific aspects (if any) that require contractor's cooperation such as to conduct environmental and social assessment.</i>
9.4.1, 9.4.2, 9.4.7, 9.4.8	<i>labor</i>	<i>States applicable requirements in accordance with the labor management procedure.</i>
9.4.6	<i>Facilities for Staff and Labor</i>	<i>Indicates if access to or provision of services that accommodate physical, social and cultural needs of Contractor's Personnel is required.</i>
9.4.20	<i>Training of Contractor's Personnel</i>	<i>As set out in the ESIA or any other documents, 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>
15.2	<i>Contractor to Construct the Works</i>	<i>If the Contract specifies that the Contractor shall design any part of the Permanent Works, states any applicable</i>

		<i>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, applicable certification or approval requirements</i> <i>[Refer to ESS4 on requirements for design]</i>
18.2	<i>Health and Safety Obligations</i>	<i>Indicates any additional requirements for the health and safety manual</i>
18.3	<i>Protection of the Environment</i>	<i>Specifies any values for emissions, surface discharges, effluent and any other pollutants from the Contractor's activities that shall not be exceeded.</i>
19.1	<i>Archeological and Geological Findings</i>	<i>Specifies other requirements if any in accordance with the ESF – ESS8</i>
29.1	<i>Security of the Site</i>	<i>States any additional requirements for the security arrangements (ESS4 of the ESF states the principles of proportionality, GIIP and applicable laws. Include any other requirement set out in the ESIA and any other relevant documents.</i>

In addition to provisions in the above table, the contractor shall find the following as applicable.

Management and Safety of Hazardous Materials

As applicable, specify requirements for the management and safety of hazardous materials (see ESF - ESS4 para. 17 and 18 and relevant guidance notes).

Resource Efficiency and Pollution Prevention and Management

As applicable specify Resource Efficiency and Pollution Prevention and Management measures (see ESF -ESS3 and relevant guidance notes).

- **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 GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
 - **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 GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
 - **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 GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*

- **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 - ESS6 and relevant guidance notes). 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 GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.

Road Safety

- *State any specific traffic and road safety requirement, as applicable. See also Sub-Clause 9.3 of the General Conditions of Contract. For details, refer to the Guidance Note on Road safety.*

PAYMENT FOR ES REQUIREMENTS

The payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally

the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.

Metrics for Environmental and Social (ES) Progress Reports

[Note to the Contractor: the following metrics may be amended to reflect the specifics of the Works to be executed and as agreed with the Project Manager/Engineer and the Employer/Financier. The metrics that are required should be determined by the ES risks and impacts of the Works and not necessarily by the size of the Contract].

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. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, 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 bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % 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: 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;
- i. compliance status of C-ESMP/ESIA requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - ii. 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
 - iii. 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

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.

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.]

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative		
2	<i>[Environmental]</i>	<i>[e.g., degree in relevant environmental subject]</i>	<i>[e.g. [years] working on road contracts in similar work environments]</i>
3	<i>[Health and Safety]</i>		
4	<i>[Social]</i>		
5	Sexual Exploitation, Abuse and Harassment <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 sexual exploitation, sexual abuse and sexual harassment cases]</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 exploitation, sexual abuse and sexual harassment]</i>
6	Cyber Security Expert/s <i>[If the contract has been assessed to present potential or actual cyber security risks, the Bidder must be required to include Cyber security expert/s among the Key Personnel.]</i>		
7	<i>modify as appropriate</i>		

Drawings

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

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties. The GCC can be used for both admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- (f) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The **Contractor's Bid** is the completed Bid comprising the Technical Bid and Financial Bid submitted by the Contractor to the Employer.
- (j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) **Days** are calendar days; months are calendar months.
- (l) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A **Defect** is any part of the Works not completed in accordance with the Contract.

- (n) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (q) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) **Financier** means the financing institution **named in the PCC**.
- (t) **"In writing"** or **"written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) **PCC** means Particular Conditions of Contract.
- (aa) The **Site** is the area defined as such in the PCC.

- (bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
- (ii) **“Contractor’s Personnel”** refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
- (ll) **“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.
- (mm) **“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;
and

- (nn) **"Employer's Personnel"** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer or the Project Manager to the Contractor.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specification,
 - (g) Drawings,
 - (h) Bill of Quantities or Activity Schedule, and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Employer's country prohibits commercial relations with that country; 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 Employer's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- | | | |
|---------------------------------------|-----|---|
| 4. Project Manager's Decisions | 4.1 | Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 | Unless otherwise specified in the PCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 | Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 7. Subcontracting | 7.1 | The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1. |
| | 7.2 | Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix B-Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. |
| 8. Other Contractors | 8.1 | The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification. |
| | 8.2 | The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment. |

9. Personnel and Equipment

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the 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 Fraud and Corruption during the execution of the Works;
 - (f) has been recruited from the Employer's Personnel;
 - (g) undertakes behavior 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.

Notwithstanding any requirement from the Project Manager 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.

- 9.3 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, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.
- 9.4 Labor
- 9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. 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.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

9.4.2 *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 Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

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

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

- 9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specification.
- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.4.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.4.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.4.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.4.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow

importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

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

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

9.4.14 *Forced Labor.* 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.

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

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

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

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

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

(a) with exposure to physical, psychological or sexual abuse;

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

9.4.16 *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 summarized on a monthly basis and submitted to the project Manager.

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

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

- 9.4.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, 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.

- 9.4.20 *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 SH, and health and safety training referred to in GCC Sub-Clause 18.2.

As stated in the Specification or as instructed by the Project Manager, 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 and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks** 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance** 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

- (d) personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.2 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.3 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.4 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

- 15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.
- 15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into account the Employer's requirements which may include, if stated in the Specification:
 - (a) designing structural elements of the Works taking into account climate change considerations;
 - (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
 - (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.
- 15.3 The Contractor shall not post and shall ensure that its Subcontractors/suppliers/manufacturers and Contractors' Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.

- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.
- The Contractor shall submit to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. 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 Project Manager for its approval.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Health, Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;

- (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Completion Certificate;
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;
- (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (i) 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.
- (j) 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;
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval 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 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,

- (a) 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) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
 - (v) 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,
 - (vi) 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;
 - (vii) 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 GCC Sub-Clause 9.4.6; and
- (b) any other requirements stated in the Specification.

18.3 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 Specification, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager 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 Project Manager.

19. Archaeological and Geological Findings

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

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

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the TMA staff or consultants acting on the TMA's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place

where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 Inspections & Audit by the TMA

The Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the TMA and/or persons appointed by the TMA 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 TMA. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the TMA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the TMA's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.
- 25. Fraud and Corruption**
- 25.1 The TMA requires compliance with the TMA Supplier Code of Conduct and its prevailing sanctions policies and procedures.
- 25.2 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 bidding 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.
- 26. Stakeholder Engagement**
- 26.1 The Contractor shall provide relevant contract- related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:
- (i) are affected or likely to be affected by the Contract; and
 - (ii) may have an interest in the Contract.
- The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request
- 27. Suppliers (other than Subcontractors)**
- 27.1 *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 GCC Sub-Clause 9.4.14. 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.
- 27.2 *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. 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.

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. 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.

27.4 *Obtaining natural resource materials in relation to supplier:* The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches.

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

28. Code of Conduct 28.1 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.

29. Security of the Site

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

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

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager'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 Specification.

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

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

B. Time Control

30. Program and Progress Reports

30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress

achieved on the timing of the remaining work, including any changes to the sequence of the activities.

- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 30.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B. If **stated in the PCC**, progress report shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.
- 30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, Project Manager'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 PCC**; 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 Project Manager 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 Project Manager within the timeframe agreed with the Project Manager.

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.

- 31. Extension of the Intended Completion Date**
- 31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

36. Identifying Defects

- 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

37. Tests

- 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

38. Correction of Defects

- 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

39. Uncorrected Defects

- 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

40. Contract Price

- 40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 40.2 In lump-sum contracts, the Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

41. Changes in the Contract Price

- 41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 41.2 In lumpsum contracts, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 41.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

42. Variations

- 42.1 All Variations shall be included in updated Programs and Activity Schedules produced by the Contractor.
- 42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation, and any additional documents **specified in the PCC**. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 Except for lumpsum contracts, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of

Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

43. Cash Flow Forecasts

43.1 When the Program or Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**44. Payment
Certificates**

- 44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 44.3 The value of work executed shall be determined by the Project Manager.
- 44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed. For lumpsum contracts, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 44.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 44.7 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 Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
 - (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;
 - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

- (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g., remediation addressing non-compliance/s).

44.8 **As specified in the PCC**, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Project Manager, may be withheld until the obligation has been performed.

45. Payments

45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

46. Compensation Events

46.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specification, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of

Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

46.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

46.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

46.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

48. Currencies

48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used

for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

- 49. Price Adjustment** 49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

- 49.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

- 50. Retention** 50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed, and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

- 51. Liquidated Damages** 51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

52. Bonus

52.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

53. Advance Payment

53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

54. Securities

54.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

- 55. Dayworks**
- 55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

- 56. Cost of Repairs**
- 56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 57. Completion**
- 57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 58. Taking Over**
- 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.
- 59. Final Account**
- 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 60. Operating and Maintenance Manuals**
- 60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

61. Termination

- 61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in the TMA Supplier Code of Conduct, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 61.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 61.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

- 62. Payment upon Termination**
- 62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 62.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 63. Property**
- 63.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 64. Release from Performance**
- 64.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 65. Suspension of Financing**
- 65.1 In the event that the TMA suspends the Financing, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the TMA suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

66. Cyber Security

66.1 Pursuant to the PCC, 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.

APPENDIX A

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 Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

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., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, 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 bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % 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.

APPENDIX B

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

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

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
<p>We:</p> <ul style="list-style-type: none"> .. (a) have not been subject to disqualification by the TMA for non-compliance with SEA/ SH obligations. .. (b) are subject to disqualification by the TMA for non-compliance with SEA/ SH obligations. .. (c) had been subject to disqualification by the TMA for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. .. (d) had been subject to disqualification by the TMA for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. .. (e) had been subject to disqualification by the TMA for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another TMA financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p>

Brief summary of evidence provided: _____ _____
Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above) <i>[attach details as appropriate]</i> . _____ _____ _____

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

APPENDIX C

TMA Supplier Code of Conduct

Section VII - Particular Conditions of Contract

Except where otherwise specified, all Particular Conditions of Contract (PCC) should be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (q)	The Employer is TradeMark Africa
GCC 1.1 (s)	The financing institution is: TradeMark Africa
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 6 months from the commencement date
GCC 1.1 (y)	The Project Manager is <i>[TBD]</i> .
GCC 1.1 (aa)	The Site is located at TOGWAJAALE BORDER CROSSING BRIDGE, BETWEEN ETHIOPIA AND SOMALILAND <i>] and is defined in drawings No. Not applicable</i>
GCC 1.1 (dd)	The Start Date shall be : <i>7 days from the site possession</i>
GCC 1.1 (hh)	The Works consist of <i>Construction of Four cells box culverts, River training for about 150m long and construction of flood mitigation walls</i>
GCC 2.2	Sectional Completions are: <i>Not Applicable</i>
GCC 2.3(i)	The following documents also form part of the Contract: <i>[List any other relevant document not listed in the Contract Agreement]</i>
GCC 3.1	The language of the contract is <i>English</i> The law that applies to the Contract is the law of Somaliland
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 13.1	The minimum insurance amounts and deductibles shall be: 100% of contract value (a) for loss or damage to the Works, Plant and Materials: Full replacement cost. (b) For loss or damage to Equipment: Full replacement cost.

	<p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>as per Workmen Compensation Ordinance</i></p> <p>(ii) of other people: <i>USD 50,000</i> per occurrence with number of occurrences unlimited.</p>
GCC 14.1	Site Data are: <i>Design documents in volume II</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>within 21 days after signing of contract.</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators - Kenya
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>to be negotiated.</i>
GCC 24.4	<p>Institution whose arbitration procedures shall be used: <i>United Nations Commission on International Trade Law (UNCITRAL)</i></p> <p>The place of arbitration shall be: <i>Nairobi, Kenya.</i></p>
B. Time Control	
GCC 30.1	The Contractor shall submit for approval a Program for the Works within <i>14</i> days from the date of the Letter of Acceptance.
GCC 30.3	<p>The period between Program updates is <i>14 working days.</i>days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>10% of the payment certificate value.</i>The period for submission of progress reports is <i>5 working days</i></p>
GCC 30.4	<i>Not applicable</i>
GCC 30.5	<i>Not Applicable</i>
C. Quality Control	
GCC 38.1	The Defects Liability Period is: <i>365 days.</i>
D. Cost Control	
GCC 42.2	<i>Not Applicable</i>

GCC 42.7	If the value engineering proposal is approved by the Employer, the amount to be paid to the Contractor shall be 20% of the reduction in the Contract Price.
GCC 44.8	<i>There are no Particular Conditions of Contract applicable to GCC Sub- Clause 44.8".</i>
GCC 48.1	The currency of the Employer's Country is: <i>United States Dollars</i>
GCC 49.1	<p>The Contract is not subject to price adjustment in accordance with GCC Clause 49, and the following information regarding does not apply.</p> <p><i>[Where the contract period (excluding the Defects Liability Period) exceeds eighteen (18) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labor and material components. Contracts for shorter contract period, where local or foreign inflation is expected to be high, shall also include price adjustment provisions as appropriate]</i></p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(b) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be <i>[insert index]</i>.</p> <p>The Index I for the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
GCC 50.1	The proportion of payments retained is: 5%
GCC 51.1	The liquidated damages for the whole of the Works are (0.2/100) Zero point Two percent of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is Ten (10 %) percentage of the final Contract Price.

	<u>Addition to the original text of the GCC 51.1:</u> The Liquidated damages is also applicable to the delayed activities on the critical path before the elapse of the time for completion mentioned in GCC 1.1 (v).
GCC 52.1	The Bonus for the whole of the Works is <i>zero (0%) percentage of final Contract Price</i> per day. The maximum amount of Bonus for the whole of the Works is <i>zero (0%) percentage</i> of the final Contract Price.
GCC 53.1	The Advance Payments shall be: : Thirty (30%) and shall be paid to the Contractor no later than <i>45 days from submission date</i> .
GCC 54.1	<p>The Performance Security will be in the form of a demand guarantee in the amount(s) of 5% percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of 2% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><u>Addition to the original text of the GCC 54.1</u> a reputable commercial bank tier one confirmed via SWIFT system to TMA’s bank, NCBA Nairobi</p>
E. Finishing the Contract	
GCC 60.1	<p>The date by which operating and maintenance manuals are required is : 15 calendar days from practical completion..</p> <p>The date by which “as built” drawings are required is <i>the practical completion date</i></p>
GCC 60.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is <i>five percent (5%)</i>
GCC 61.2 (g)	<p>The maximum number of days is: <i>50 days</i></p> <p><u>Addition to the original text of the GCC 61.2:</u> The fundamental breaches of contract shall include, but not be limited to the following:</p> <p>(a) <u>The contractor fails to mobilise the required equipment as per the work program and the contract minimum requirements within 30 days from the receipt of the advance payment.</u></p> <p>(b) <u>The contractor fails to put in place relevant Environmental and Social controls that lead to a breach in the Supplier Code of Conduct.</u></p>
GCC 62.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>ten (10%) percentage</i> .

GCC 66.1	Cyber Security <i>does not apply</i>
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Section VIII - Contract Forms

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Notification of Technical Evaluation Results

[This Notification of Technical Evaluation Results shall be sent to each Bidder that submitted a Bid after conclusion of the evaluation of the Technical Bids.]

[Send this notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

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

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

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

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

This notification is sent by: *[email/fax]* on *[date]* (local time) ***[Insert the date that this notification is transmitted to Bidders. The notification must be sent to all Bidders simultaneously, on the same date and as close to the same time as possible.]***

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

Project: *[insert name of project]*

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

Country: *[insert country]*

Bid Reference No: *[insert bid reference number]*

Contract Title.: *[insert contract title]*

This Notification of Technical Evaluation Results notifies you of the results of the evaluation of the Technical Bids. The transmission of this notification begins the Standstill Period for the Technical Bid. During the Standstill Period, you may (a) request a debriefing in relation to the evaluation of your Bid, and/or (b) submit a Complaint in relation to the decision to award the contract.

1. The Responsive Bidders

The Technical Bids submitted by the following Bidders were responsive to the technical requirements of the bidding documents and shall have their Financial Bids opened on *[insert date, time, and location on a date that is more than 3 days after the notification date]*

Name of Bidder	Country

2. Non-Responsive Bidders

The Technical Bids from the following Bidders were not responsive to the technical requirements of the bidding documents and will have their Financial Bids returned unopened after signing of the contract with the successful Bidder. *[Do not include point by point comparison of each Bid or information that is marked confidential by Bidders]*

No.	Name of Bidder	Country	Brief Reasons for Non-Responsive
1			
2			
3			
4			
..			

3. How to request a debriefing

You may request a debriefing in relation to the results of the evaluation of your Technical Bid by email to **procurement@trademarkafrica.com** within three days of this notification.

4. How to make a complaint

The deadline for submitting a complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

5. Standstill Period

The Standstill Period for complaints on the Technical Bid is due to end at midnight on *[insert date]* (local time). The Standstill Period lasts at least three Business Days after this notification.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Position: _____

Telephone: _____

Email: _____

Notification of Award

[After completion of the financial evaluation of Bids, this Notification of Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received a notice of exclusion from the process after evaluation of the Technical Bid [Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

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

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

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

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

This Notification is sent by: *[email/fax]* on *[date]* (local time) ***[Insert the date that this notification is transmitted to Bidders. The notification must be sent to all Bidders simultaneously, on the same date and as close to the same time as possible.]***

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

Project: *[insert name of project]*

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

Country: *[insert country name]*

Bid Reference No: *[insert bid reference number]*

Contract Title.: *[insert title of contract]*

This Notification of Award notifies you of the results of the evaluation of the Financial Bids. 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 Financial Bid, and/or (b) submit a Complaint in relation to the evaluation of your Bid.

1. The Successful Bidder

The following Bidder was assessed as the Lowest Evaluated Cost and will be awarded the contract:

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bidder]</i>
Country:	<i>[insert country of the successful Bidder]</i>

2. The Unsuccessful Bidders

The Bids from the following Bidders were the unsuccessful:

No.	Name of Bidder	Bid Price	Evaluated Price	Rank
1				
2				
3				
4				
..				

1. Reasons why your Bid was unsuccessful

[State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

2. How to request a debriefing

You may request a debriefing in relation to the results of the evaluation of your Bid by email to **procurement@trademarkafrica.com**. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Award.

3. How to make a complaint

The deadline for submitting a complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

4. Standstill Period

The Standstill Period is due to end at midnight on *[insert date]* (local time). The Standstill Period lasts three (3) Business Days after the date of transmission of this Notification of Award.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Position: _____

Telephone: _____

Email: _____

Letter of Acceptance

[To be prepared on the letterhead paper of the Employer]

..... [date]

To: ***[name and address of the Contractor]***

Subject: ***[Notification of Award Contract No]***

This is to notify you that your Bid dated ***[insert date]*** for execution of the ***[insert Bid Reference and name of the contract, as given in the PCC]*** for the Accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our ***[insert name of Employer]***

You are requested to (i) furnish the Performance Security and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** in accordance with the Conditions of Contract, using for that purpose the Performance Security Form and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** in the format included in Section VIII Contract Forms, of the bidding document, (ii) sign and return the attached Contract Agreement within 10 Business Days of this letter.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between **[name of the Employer]**. (hereinafter “the Employer”), of the one part, and **[name of the Contractor]** (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **[contract reference and title name]** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Acceptance
- (b) the Financial Letter of Bid
- (c) the Technical Letter of Bid
- (d) the addenda Nos _____ (if any)
- (e) the Particular Conditions
- (f) the General Conditions of Contract, including appendix
- (g) the Specification
- (h) the Drawings
- (i) Bill of Quantities or Activity Schedule; and
- (j) any other document listed in the PCC as forming part of the Contract but not limited to (a) the ES Management Strategies and Implementation Plans; and (b) 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 execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price of **[insert the Accepted Contract Amount]** 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.

5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[name of the borrowing country]*. . . .on the day, month and year specified above.

For and on behalf of the Employer:

Name:

Position:

Signature:

In the presence of:

Name:

Position:

Signature:

Date:

For and on behalf of the Contractor:

Name:

Position:

Signature:

Date:

In the presence of:

Name:

Position:

Signature:

Date:

**Performance Security
Demand Guarantee**

[Guarantor letterhead or SWIFT identifier code. All italicized text, including footnotes, is for use in preparing this form and shall be deleted from the final product.]

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 _ *[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 *[insert date]* 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, 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 *[insert amount in figures]* (_____) *[insert amount in words]*,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.

[signature(s)]

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 GCC Sub-Clause 57.1. 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."*

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code. All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

Beneficiary: *[insert name and Address of Employer]*

Date: *[Insert date of issue]*

ES 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 Environmental and/or Social (ES) 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.

[signature(s)]

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 GCC Sub-Clause 57.1. 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."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code. All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

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 *[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 *[insert date]* 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, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* 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 *[insert amount in figures]* () *[insert 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 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 *[insert number]* at *[insert name and address of Applicant’s bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,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.

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.

² Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1.. The Employer should note that in the event of an extension of the expected completion date, 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

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)]

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.”