



**Republic of Liberia
Ministry of Public Works
Liberia Urban Resilience Project
Project Management Unit
South Lynch Street
MONROVIA, LIBERIA**



Project: Liberia Urban Resilience Project (LURP)

**Project ID No: P169718
Credit/Grant No: IDA-D7122-LR/E-041-LR**

REQUEST FOR BIDS

FOR

**URBAN ROAD REHABILITATION AND IMPROVEMENT WORKS
(POTHOLE PATCHING AND OVERLAY) IN SELECTED SECTIONS OF
GREATER MONROVIA**

CONTRACT No.: LR-MPW-472924-CW-RFB

Issued on: January 27, 2025



Republic of Liberia
Ministry of Public Works
Liberia Urban Resilience Project
Project Management Unit
South Lynch Street
Monrovia, Liberia



SPECIFIC PROCUREMENT NOTICE

FOR

**URBAN ROAD REHABILITATION AND IMPROVEMENT WORKS
(POTHOLE PATCHING AND OVERLAY) ON SELECTED SECTIONS
OF GREATER MONROVIA**

RFB No: LR-MPW-472924-CW-RFB

PROJECT ID No.: P169718

CREDIT No.: IDA-D7122-LR

1. The **Government of the Republic of Liberia** has received financing from the World Bank towards the cost of the **Liberia Urban Resilience Project (LURP)** and intends to apply part of the proceeds towards payments under the contract for the **Urban Road Rehabilitation and Improvement Works (Pothole Patching and Overlay) in Selected Sections of Greater Monrovia**. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through a Letter of Credit.
2. The Ministry of Public Works now invites sealed Bids from eligible Bidders for the **Urban Road Rehabilitation and Improvement Works (Pothole Patching and Overlay) on Selected Sections of Greater Monrovia**, as shown below:

No	Community Name	Area (m ²)	Description of Road Works
1	Paynesville City: Neezoe Road	2116	Road patching and overlay, Redesign, and construction of speed bumps, clean roadside drain
2	Paynesville - SD Cooper Road	2281.2	Patch with Rigid Pavement; Overlay with Asphalt, Asphalt Repair, and overlay, Clean roadside drain
3	Paynesville - Zayzay Community Road	404.2	Asphalt Patching and overlay, replacement of speed bumps, Clean roadside drain
4	Paynesville (Zuba Town - Dallion Avenue) Road	1804.4	Asphalt repair and overlay, Construction of speed bumps
5	Paynesville- Parker Paint - Pipeline Road	1998.3	Patching. Overlay, and reconstruction of the speed bump, clean roadside drain
6	Paynesville- Skd Boulevard Road	18584	Patching. Overlay, and reconstruction of the speed bump
7	Paynesville - Police Academy Road	883.1	Patching. Overlay and reconstruction of the speed bump and clean roadside drain.
	Total	28,071.2	

NB: More details on the specifications are contained in the bidding documents. A margin of preference shall **NOT** apply.

3. Bidding will be conducted through Open National Competitive Bidding procedures using a Request for Bids (RFB) as specified in the World Bank's "**Procurement Regulations for IPF Borrowers**" dated **July 2016 and revised November 2017 and August 2018**, updated **November 2020 and September 2023 (fifth Edition)** ("**Procurement Regulations**") and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible bidders may obtain further information from the address below and inspect the bidding documents during office hours from 9:00 am to 4:00 pm on **January 28, 2025**.

5. A complete set of bidding documents in English may be purchased and collected by interested eligible bidders at the address below upon payment of a non-refundable fee of **United States Dollars One Hundred (US\$100.00)** cash to the PMU Project Finance Officer. Upon payment of the tender fee, bidders are required to obtain an official receipt from the Project Finance Officer before collecting the documents from the PMU Procurement Office at the **Ministry of Public Works**. No arrangements have been made for other methods of delivery of bidding documents.

6. Sealed Bids must be clearly marked **Urban Road Rehabilitation and Improvement Works (Pothole Patching and Overlay) on Selected Sections of Greater Monrovia** and delivered to the address below: **Liberia Urban Resilience project, Ministry of Public Works, 107 South Lynch Street, Monrovia Liberia** on or before **February 18, 2025**. Electronic bidding will **NOT** be

permitted. Late Bids will be rejected. The outer Bid envelopes marked “ORIGINAL BID”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address below **Liberia Urban Resilience project, Ministry of Public Works 107 South Lynch Street, Monrovia Liberia on February 18, 2025, at 12:00 noon**. All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.

7. All Bids must be accompanied by a Bid Security of **1% of the bid price** in the form of an on-demand bank guarantee.

8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

9. For bidders’ eligibility, bids must be submitted together with the following preliminary requirements: -

- Letter of Bid duly signed and stamped/sealed by the authorized person(s) or by the power of an Attorney signed and notarized
- A copy of the bidder’s valid business registration certificate and Articles of Association. Valid Tax clearance certificate (Domestic bidders only);
- Submission of form of Bid Security (Bank Guarantee and required amount);
- Submit a copy of the Association of Liberia Construction and Contractor (ALCC) certificate
- A copy of the Ministry of Public Works classification certificate
- Most recent three (3) Year Audited financial statements (2023, 2022 and 2021)

10. The address referred to above is:

Attn: Gabriel S Flaboe, Sr
Project Coordinator
Liberia Urban Resilience Project
Ministry of Public Works
107 South Lynch Street
P. O. Box 9011
Monrovia, Liberia
Tel: +231 779 111985
Email: gsflaboesr@mpw.gov.lr, cc: lurpmidp.procurement@gmail.com

Request for Bids (Roads)

Site Location

SN	Location of Intervention	GPS Coordinate	
		X Coordinate	Y Coordinate
1	Paynesville City: Neezoe Road	-10.698631 -10.684515	6.308087 6.298963
2	Paynesville - SD Cooper Road	-10.708442 -10.704722	6.264487 6.255979
3	Paynesville - Zazay Community Road	-10.684515 -10.690445	6.298963 6.277309
4	Paynesville (Zuba Town - Dallion Avenue) Road	-10.682064 -10.67977	6.271807 6.243306
5	Paynesville- Parker Paint - Pipeline Road	-10.684588 -10.690526	6.299134 6.305619
6	Paynesville- SKD Boulevard Road	-10.701934 -10.712914	6.298472 6.269084
7	Paynesville - Police Academy Road	-10.692161 -10.714686	6.2809528 6.2802028

Employer: Ministry of Public Works

Project: Liberia Urban Resilience Project

Contract title: Urban Road Rehabilitation and Improvement Works (Pothole Patching and Overlay) on Selected Sections of Greater Monrovia

Country: Liberia

Credit No/Grant No: DA-D7122-LR/E-041-LR

RFB No: LR-MPW-474924-CW-RFB

Issued on: January 28, 2025

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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

1.1. In connection with the Request for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this bidding document for the procurement of Works and Services as listed below for the award of an Output- and Performance-based Road Contract (OPBRC). The name, identification, and number of lots (contracts) of this RFB are specified in the BDS. The Works and Services under the OPBRC will cover the Roads indicated in the BDS and will consist of:

- (a) Maintenance Services or “Services” consisting of all interventions on the Roads which are to be carried out by the contractor in order to achieve and keep the Road performance standards defined by the Service Level included in Section VII, Specifications for Works and Services of this bidding document, and all activities related to the management and evaluation of the road network under contract;
- (b) Rehabilitation Works, when requested in the BDS for the sections of the Road(s) indicated in the BDS, consisting of specific types of civil works described in the Specifications;
- (c) Improvement Works, when requested in the BDS, consisting of a set of specific interventions indicated in the Specifications to add new characteristics to the Roads in response to existing or new traffic and safety or other considerations;
- (d) Emergency Works, consisting of activities needed to reinstate the Roads and reconstruct their structure or their right of way which has been damaged as a result of unforeseeable events or natural phenomena, such as accidents, strong storms, flooding, and earthquakes.

1.2. Throughout this bidding document:

- (a) the term “**in writing**” means communicated in written form (e.g. by mail, e-mail, fax, 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 Borrower. It excludes the Borrower’s 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:

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 GC Sub-Clause 1.1 of the General Conditions; and
- (h) “**Employer’s Personnel**” is as defined in GC Sub-Clause 1.1 of the General Conditions.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

2. Source of Funds

- 2.1. The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) toward the cost of the project named in the BDS. The

Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

- 2.2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 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 Bank 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 Bank.

4. Eligible Bidders

- 4.1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the 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.

- 4.2. A Bidder shall not have a conflict of interest. Any Bidder 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:
- (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
 - (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
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (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 Bank throughout the Bidding process and execution of the Contract.

- 4.3. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. 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.
- 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.
- 4.5. A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework,- as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 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 Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7. Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the

supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower'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 a Borrower, 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 Bank and the Borrowers involved in the procurement agree.

- 4.9. This Bidding is open only to prequalified Bidders if so specified in the BDS.
 - 4.10. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
 - 4.11. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process
- 5. Eligible Materials, Equipment, and Services**
- 5.1. The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
 - 5.2. For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1. The bidding document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Works and Services' Requirements

- Section VII - Specifications

PART 3 Conditions of Contract and Contract Forms

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

- 6.2. The Specific Procurement Notice - Request for Bids (RFB) or the notice to the prequalified Bidders, as the case may be, issued by the Employer is not part of the 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

- 7.1. A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise its enquiries 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 no later than the period specified in the BDS prior to the deadline for submission of Bids. 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 Employer deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 21.2.
- 7.2. The Bidder is required to visit and examine the Site of the Roads and its surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the works and services. The costs of visiting the Site of the Roads shall be at the Bidder's own expense.
- 7.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to visit the Roads and surrounding 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.
- 7.4. If so provided in the BDS, the Bidder's designated representative is required to attend a pre-Bid meeting and/or a Site of the Roads' visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5. The text of the questions raised by bidders, without identifying the source, and the responses given, together with any responses prepared by the Employer, 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.

7.6. Any modification to the bidding document that may become necessary as a result of the responses given to questions raised by bidders or for other reasons 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.

8. Amendment of Bidding Document

8.1. At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.

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.

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 21.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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.

11. Documents Comprising the Bid

11.1. The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be

submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.

11.2. The Technical Part shall contain the following:

- (a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 18.1;
- (c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.3;
- (d) Bidder’s Eligibility: documentary evidence in accordance with ITB 16.1 establishing the Bidder’s eligibility to Bid;
- (e) Qualifications: documentary evidence in accordance with ITB 16.2 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
- (f) Conformity: a technical proposal in accordance with ITB 15; and
- (g) any other document required in the BDS.

11.3. The Financial Part shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 13;
- (b) Bills of Quantities completed in accordance with ITB 12 and ITB 13; and
- (c) any other document required in the BDS.

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

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.

11.6. The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letters of Bid, and Schedules

12.1. The Letter of Bid -Technical Part, Letter of Bid – Financial Part and Schedules, including the Bills 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. All blank spaces shall be filled in with the information requested.

13. Bid Prices and Discounts

13.1. The prices and discounts quoted by the Bidder in the Letter of Bid - Financial Part and in the Bills of Quantities shall conform to the requirements specified below.

13.2. The Bidder shall fill in rates and prices for all items of the Works and Services described in the Bills 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 Bills of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

13.3. The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

13.4. The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.

13.5. Unless otherwise provided in the BDS and the Contract, the rates and 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. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may

require the Bidder to justify its proposed indices and weightings.

- 13.6. If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction 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 13.4, provided the Bids for all lots (contracts) are submitted and opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**
- 13.7. 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.

14. Currencies of Bid and Payment

- 14.1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified in the BDS.
- 14.2. 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 Summary of Payment Currency Schedule, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15. Documents Comprising the Technical Proposal

- 15.1. The Bidder shall furnish a technical proposal in the Technical Part of the 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 and services' requirements and the completion time.

16. Documents Establishing the Qualifications of the Bidder

- 16.1. To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 16.2. To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested

in the corresponding information sheets included in Section IV, Bidding Forms.

- 16.3. If a margin of preference applies as specified in accordance with ITB 36.1, 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 36.1.
- 16.4. Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

17. Period of Validity of Bids

- 17.1. 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.
- 17.2. In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 18, 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 17.3.

- 17.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 17.1, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS;
 - (b) in the case of adjustable price contracts, no adjustment shall be made; or
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

18. Bid Security

- 18.1. The Bidder shall furnish as part of its Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified in the BDS, in original form and, in the case of a Bid security, in the amount and currency specified in the BDS.
- 18.2. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 18.3. The Bid Security shall be a demand guarantee at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified in the BDS;

from a reputable source from an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format

approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 17.2.

- 18.4. If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 18.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 18.5. If a Bid Security is specified pursuant to ITB 18.1, 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 48.
- 18.6. 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.
- 18.7. The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a performance security and, if required in the BDS, the Environmental and Social, (ES) Performance Security in accordance with ITB 48.
- 18.8. The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.5.

- 18.9. If a Bid Security is not required in the BDS, pursuant to ITB 18.1, and
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder, or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a performance security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48;

the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Borrower for a period of time as stated in the BDS.

19. Format and Signing of Bid

- 19.1. The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 20.
- 19.2. Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3. The original and all copies of 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.
- 19.4. 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.
- 19.5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1. The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original BID”. In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2. The envelopes marked “Original Bid” and “Bid Copies” shall be enclosed in a separate sealed outer envelope for submission to the Employer.
- 20.3. All inner and outer envelopes, shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 21.1;
 - (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.
- 20.4. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

- 21.1. Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.
- 21.2. 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.

22. Late Bids

22.1. The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 21. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

23. Withdrawal, Substitution, and Modification of Bids

23.1. 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 19.3 (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:

- (a) prepared and submitted in accordance with ITB 19 and ITB 20 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 21.

23.2. Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.

23.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of Bid validity specified by the Bidder on the Letter of Bid Form or any extended date thereof.

E. Public Opening of Technical Parts of Bids

24. Public Opening of Technical Parts of Bids

24.1. Except in the cases specified in ITB 22 and ITB 23.2, the Employer shall publicly 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. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.

- 24.2. First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. 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.
- 24.3. Next, envelopes 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 returned to the Bidder. 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.
- 24.4. Next, Envelopes 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.
- 24.5. Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: Financial PART” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and any other details as the Employer may consider appropriate.
- 24.6. Only Technical Parts of Bids that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified in the BDS.
- 24.7. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 22.1).
- 24.8. The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART”;
 - (c) the presence or absence of a Bid Security, if one was required.
- 24.9. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids- General Provisions

25. Confidentiality

- 25.1. Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of evaluation of the Technical Part in accordance with ITB 32. Information relating to the evaluation of the Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 43.
- 25.2. 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.
- 25.3. Notwithstanding ITB 25.1, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it may do so in writing.

26. Clarification of Bids

- 26.1. 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. 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 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 34.

26.2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Contracting Agency’s request for clarification, its Bid may be rejected.

**27. Deviations,
Reservations, and
Omissions**

27.1. During the evaluation of Bids, the following definitions apply:

- (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.

**28. Nonmaterial
Nonconformities**

28.1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

28.2. 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.

G. Evaluation of Technical Parts of Bids

**29. Determination of
Responsiveness of
Technical Part**

29.1. The Employer’s determination of the Technical Part’s responsiveness shall be based on the contents of the Bid, as specified in ITB 11.

29.2. Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the bidding document. A substantially responsive Bid is one that materially conforms to the requirements of the bidding document without material deviation, reservation, or

omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the 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.

29.3. If the Technical Part 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.

30. Eligibility and Qualifications of the Bidder

30.1. The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and either continue to meet (if prequalification applies) or meet (if post qualification applies), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

30.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 16. 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 BDS), or any other firm.

30.3. Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank 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.

- 30.4. Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31.
- 31. Detailed Evaluation of Technical Part**
- 31.1. The Employer’s evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 31.2. The scores to be given to technical factors and sub factors are specified **in the BDS**.

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids

- 32. Public Opening of Financial Parts**
- 32.1. Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and Qualification requirements, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
 - (b) their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
 - (c) notify them of the date, time and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.
- 32.2. The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;
 - (b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and

- (c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” as specified in the BDS.
- 32.3. The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 32.1 and 32.2. However, if the Employer receives a complaint on the results of the technical evaluation within ten (10) Business Days, the opening date shall be subject to ITB 49.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
- 32.4. At this public opening the Financial Parts 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 eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and any other details as the Employer may consider appropriate.
- 32.5. Only envelopes of Financial Part of Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified in the BDS.
- 32.6. The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.
- 32.7. The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder whose Financial Part was opened; and
 - (b) the Bid price, per lot (contract) if applicable, including any discounts.

32.8. The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Parts of Bids

33. Evaluation of Financial Parts

33.1. To evaluate the Financial Part, 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, but including the bid price for Emergency Works, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 34;
- (c) price adjustment due to discounts offered in accordance with ITB 13.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.5; and
- (f) the additional evaluation factors, if any, are specified in Section III, Evaluation and Qualification Criteria.

33.2. 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.

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

- 33.4. The price of the Rehabilitation and Improvement Works included in each Bid shall not be higher than the threshold indicated in the BDS. If the Bidder estimates that its costs for the Rehabilitation and Improvement Works are higher than the threshold indicated in the BDS, it shall include the portion above the threshold in its price for the Maintenance Services. If the Bid price for the Rehabilitation and Improvement Works in the Most Advantageous Bid is above the threshold indicated in the BDS, the Employer may reject the Bid.
- 33.5. 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 Bids, the Employer shall use its best estimate.
- 34. Correction of Arithmetical Errors**
- 34.1. In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 34.2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in

- accordance with ITB 34.1, shall result in the rejection of the Bid.
- 35. Conversion to Single Currency** 35.1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 36. Margin of Preference** 36.1. Unless otherwise specified in the BDS, a margin of preference for domestic Bidders¹ shall not apply.
- 37. Comparison of Financial Parts** 37.1. The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
- 37.2. After application of the criteria in ITB 33, the evaluated Bid Price will be:
- (a) the lump-sum price offered by the Bidder for the Maintenance Services; plus
 - (b) the lump-sum price offered by the Bidder for the Rehabilitation Works, if the bidding document requires prices for this type of works; plus
 - (c) the total price of the priced Bill of Quantities for the Improvement Works, if the bidding document requires prices for this type of works; plus
 - (d) the total price of the priced Bill of Quantities for the Emergency Works; plus
 - (e) the price(s) of any other competitively priced item(s) listed in the Letter of Bid – Financial Part.
- 38. Abnormally Low Bids** 38.1. 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.
- 38.2. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications

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

from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

- 38.3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 39. Unbalanced or Front-loaded Bids**
- 39.1. If the Bid that is evaluated as the lowest evaluated cost is, 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.
- 39.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (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.

J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award

- 40. Evaluation of combined Technical and Financial Parts; Most Advantageous Bid**
- 40.1. The Employer’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).
- 40.2. The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

- 41. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1. 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.
- 42. Standstill Period**
- 42.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. 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, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award**
- 43.1. The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful) 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:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the total combined score of the successful Bid;
 - (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical score;
 - (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
 - (f) the expiry date of the Standstill Period; and
 - (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

- 44. Award Criteria**
- 44.1. Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

45. Notification of Award

- 45.1. Prior to the date of expiry of the bid validity and upon expiry of the Standstill Period specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful 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”). Within the total contract sum, the price stated for Emergency Works is to be considered a provisional sum which is available to pay for such Emergency Works.
- 45.2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected, with the reasons therefor;
 - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Bidder’s Beneficial Ownership Disclosure Form.
- 45.3. The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

- 45.4. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 46. Debriefing by the Employer**
- 46.1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 46.2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 46.3. Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 46.4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
- 47. Signing of Contract**
- 47.1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 47.2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

**48. Performance
Security**

- 48.1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 39.2 (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. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been verified by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 48.2. 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 sign the Contract 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 next Most Advantageous Bid.

**49. Procurement
Related Complaint**

- 49.1. The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet

The following specific data for the Works and Services 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.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: LR-MPW-472924-CW-RFB</p> <p>The Employer is: Ministry of Public Works</p> <p>The name of the RFB is: LR-MPW-472924-CW-RFB</p> <p>The number and identification of lots (contracts) comprising this RFB is: N/A</p> <p>The Roads are: Paynesville City: Neezoe Road. Paynesville - SD Cooper Road, Paynesville-Zazay Community Road, Paynesville (Zuba Town - Dallion Avenue) Road, Paynesville- Parker Paint - Pipeline Road, Paynesville- SKD Boulevard Road, Paynesville - Police Academy Road.</p> <p>Rehabilitation Works are required.</p> <p>The sections of the Road(s) subject to Rehabilitation Works are as Shown above.</p>
ITB 1.2 (a)	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: www.mpw.gov.lr and www.emansion.gov.lr</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process: issuing bidding document only.</p>
ITB 2.1	The Borrower is: Government of the Republic of Liberia through the Ministry of Public Works (MPW)
ITB 2.1	The name of the Project is: Liberia Urban Resilience Project (LURP)
ITB 4.1	Maximum number of members in the JV shall be: Two (2)
ITB 4.5	The electronic address where the list of debarred firms and individuals can be found is the following: http://www.worldbank.org/debarr .
ITB 4.9	This Bidding is open to all interested Bidders.
B. Bidding Document	
ITB 7.1	<p>For the purpose of requesting <u>clarifications</u> only, the Employer’s address is:</p> <p>Attn: Gabriel S Flaboe, Sr Project Coordinator</p>

	<p>Liberia Urban Resilience Project Project Management Unit Ministry of Public Works South Lynch Street Monrovia Liberia Telephone: (+231 779 111985)</p> <p>Email: gsflaboesr@mpw.gov.lr cc: lurpmidp.procurement@gmail.com</p> <p>Web page: www.mpw.gov.lr and www.emansion.gov.lr</p> <p>Requests for clarification should be received by the Employer no later than: 7 days before bid submission date.</p>
<p>ITB 7.4</p>	<p>A Pre-Bid meeting SHALL take place at the following date, time and place:</p> <p>Date: February 05, 2025</p> <p>Time: 10:00 am</p> <p>Place: LURP Conference Room at MPW</p> <p>A site visit conducted by the Employer and SHALL BE organized on the same date.</p>
<p>C. Preparation of Bids</p>	
<p>ITB 10.1</p>	<p>The language of the Bid is: English.</p> <p>All correspondence exchange shall be in the English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<p>ITB 11.2 (g)</p>	<p>The Bidder shall submit the following additional documents in its Bid:</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 1.1.17 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><i>The Bidder shall submit</i> Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ul style="list-style-type: none"> • Specific budget to manage and implement the MSIP • Traffic Management Plan to ensure safety of local communities from construction traffic; • Construction Waste management plan, which will be included in the programme of execution of the road works; • Labor and working conditions (such as prevention of child labor, occupational health and safety measures, employment of host

	<p>community members, IDPs, female workers and other vulnerable groups as unskilled workforce);</p> <ul style="list-style-type: none"> • Measures to address security risks (such as protection of workers and sites); • Community engagement including grievance redress; • Gender-based violence (GBV) Action Plan to articulate key risks, prevention and mitigation measures, provisions for accountability and response should cases arise, and communications and training requirements to be conducted by the Contractor. The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (CESMP) and Labor Management Procedures (C-LMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans some of which have been listed below. • mobilization strategy. • strategy for obtaining consents/permits. • traffic management plan. • strategy for marking and respecting work site boundaries. • strategy to be employed to reinstate borrow pits and quarries • strategy to be employed to reinstate excavated trenches • Health and Safety Plan • QA and QC plan
ITB 11.3 (c)	The Bidder shall submit the following additional documents in its Bid: Technical and Financial proposal
ITB 13.5	The prices quoted by the Bidder shall be: Fixed
ITB 14.1	<p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p>Alternative A: (Bidders to quote entirely in local currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <i>United States Dollars</i>, and further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p>
ITB 17.1	<i>The Bid shall be valid until: June 18, 2025</i>
ITB 17.3 (a)	The Bid price shall be adjusted by the following factor(s): N/A

ITB 18.1	A Bid Security shall be required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be: 1% of the bid price
ITB 18.3 (d)	Other types of acceptable securities: None.
ITB 18.9	If the Bidder performs any of the actions prescribed in ITB 18.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of three (3) years, starting from the date the Bidder performs any of the actions.
ITB 19.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
D. Submission of Bids	
ITB 20.1	In addition to the original of the Bid, the number of copies is: Three .
ITB 21.1	For <u>Bid submission purposes</u> only, the Employer’s address is: Attn: Gabriel S Flaboe, Sr Project Coordinator Liberia Urban Resilience Project Project Management Unit Ministry of Public Works South Lynch Street Monrovia Liberia Telephone: (+231 779 111985) Email: gsflaboer@mpw.gov.lr cc: lurpmidp.procurement@gmail.com Web page: www.mpw.gov.lr and www.emansion.gov.lr The deadline for Bid submission is: Date: Tuesday, February 18, 2025 Time: 12:00 noon Bidders shall not have the option of submitting their Bids electronically.
E. Public Opening of Technical Parts of Bids	
ITB 24.1	The Bid opening shall take place at: Ministry of Public Works South Lynch Street Monrovia Liberia Telephone: +231 779 111985 LURP Conference Room

	<p>Email: gsflaboer@mpw.gov.lr cc: lurpmidp.procurement@gmail.com</p> <p>Web page: www.mpw.gov.lr and www.emansion.gov.lr</p> <p>Date: Tuesday, February 18, 2025</p> <p>Time: 12:00 noon</p>																											
ITB 24.6	<p>The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” shall be initialed by representatives of the Employer attending Bid opening.</p> <p>If initialization is required, it shall be conducted as follows: Some pages to be initialed and number of Employer representatives attending Bid opening that shall initial the Letter of Bid and Bill of Quantities.</p>																											
G. Evaluation of Bids - Technical Parts																												
ITB 30.2	Where prequalification has not taken place, the Employer <i>shall not</i> permit that specific experience for parts of the Works and Service may be met by Specialized Subcontractors.																											
ITB 31.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">The technical factors (and sub-factors) and the corresponding scores are:</td> </tr> <tr> <th style="width: 5%;">No.</th> <th style="width: 75%;">Technical Factor</th> <th style="width: 20%;">Number of points (score)</th> </tr> <tr> <td style="text-align: center;">1</td> <td>Experience of the Contractor in similar works</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Extent to which the technical proposal meets the requirements of the Specification</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Adequacy of the proposed methodology and work plans presented.</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Site Organization, team composition, qualifications and experience of Contractor’s Personnel</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Management strategies and implementation plans (MSIPs) for ES</td> <td style="text-align: center;">15</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Contractor’s Equipment strategy.</td> <td style="text-align: center;">5</td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL maximum score of technical part of bid</td> <td style="text-align: center;">100 points</td> </tr> </table> <p>The scoring method for each of the Technical Factors is provided in Section III – Evaluation and Qualification Criteria.</p>	The technical factors (and sub-factors) and the corresponding scores are:			No.	Technical Factor	Number of points (score)	1	Experience of the Contractor in similar works	20	2	Extent to which the technical proposal meets the requirements of the Specification	20	3	Adequacy of the proposed methodology and work plans presented.	30	4	Site Organization, team composition, qualifications and experience of Contractor’s Personnel	10	5	Management strategies and implementation plans (MSIPs) for ES	15	6	Contractor’s Equipment strategy.	5	TOTAL maximum score of technical part of bid		100 points
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No.	Technical Factor	Number of points (score)																										
1	Experience of the Contractor in similar works	20																										
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5	Management strategies and implementation plans (MSIPs) for ES	15																										
6	Contractor’s Equipment strategy.	5																										
TOTAL maximum score of technical part of bid		100 points																										
H. Public Opening of Financial Parts																												
ITB 32.5	The Letter of Bid – Financial Part and Schedules shall be initialed by two (2) representatives of the Employer conducting Bid opening. <i>Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer</i>																											

I. Evaluation of Bids - Financial Parts	
ITB 33.1 (f)	<p>Preliminary examination of the Technical Part shall be carried out using the following criteria:</p> <ul style="list-style-type: none"> • The bid submission form/letter of bid duly signed and stamped/sealed by the authorized person(s) or by the power of an Attorney signed and notarized. • a copy of the bidder’s valid business registration certificate an Articles of Incorporation. • A valid LRA Tax clearance certificate (Domestic bidders only); • Bid Security (Bank Guarantee) and required amount • copy of the Association of Liberia Construction and Contractor (ALCC) certificate and • A copy of the Ministry of Public Works classification certificate <p>Most recent three (3) year audited financial statements (2023, 2022 and 2021)</p>
ITB 33.4	<p>The combined price for the Rehabilitation and Improvement Works may not exceed the following threshold:</p> <p><u>Option 1</u>: 5% of the total bid price excluding provisional sums</p>
ITB 35.1	<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.</p> <p>The date for the exchange rate shall be: February 18, 2025</p>
ITB 36.1	A margin of domestic preference <i>shall not</i> apply.
J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award	
ITB 40.1	The weight to be given for cost is: 80% .
K. Award of Contract	
ITB 48.1 and 48.2	The successful Bidder shall not be required to submit an Environmental and Social, (ES) Performance Security.
ITB 49.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>Attn: Gabriel S Flaboe, Sr Project Coordinator Liberia Urban Resilience Project Project Management Unit</p>

Ministry of Public Works
South Lynch Street
Monrovia Liberia
Telephone: (+231 779 111 985)

Email: gsflaboer@mpw.gov.lr cc: lurpmidp.procurement@gmail.com

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Bidding Documents;
2. the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and
3. the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria (Without Prequalification)

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

1. Technical Part

1.1 Qualifications

The Bidder's qualification shall be assessed in accordance with the Qualification table included in this section.

1.2 Contractor's Representative and Key Personnel

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

Key Personnel: **Project Manager, Site Engineer, Surveyor, Foreman and First Aid Officer**

I. Position and experience of key Site Management and Technical Personnel:

Project Manager- Minimum Education B Sc. Civil Eng. 3-5 years in Road maintenance (2 years in the position as Site Manager) in works of an equivalent nature and Volume and be fluent in verbally and writing.

Site Engineer: shall be in possession of an Associate University Degree in Civil Engineering with minimum of two (2) years relevant experience in road works construction, supervision of works of similar nature and Volume, or a diploma in civil Engineering and five (5) year of experience and an equivalent nature and Volume and be fluent in verbally and written English.

Surveyor: Diploma Engineering (Civil) with at least 3 years of experience of experience and relevant experience of 2 years

Foreman: Minimum education a high school diploma with at least 10 years technical experience or an associate degree in road construction related field

First Aid officer: Minimum education certificate in OHS with at least 3 years'

experience in construction environment

Note: Bidders are to provide key personnel schedule and detailed CVs and attached degrees/diploma

Bidder shall provide details of the Contractor’s Representative and 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 the relevant Forms in Section IV, Bidding Forms.

1.3 Equipment

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Excavator	1
2	Motor Grader	<u>1</u>
3	Front end loader	<u>1</u>
4	Dump Trucks	<u>2</u>
5	Water Truck/Distribution Truck	<u>1</u>
6	Bobcat	<u>1</u>
7	Paver	<u>1</u>
8	Hand compactor	<u>1</u>
9	Drum Roller Compactor	<u>1</u>
10	Asphalt Cutter	<u>1</u>
11	Tower Light	<u>1</u>
12	Concrete Vibrator	<u>1</u>
13	Mobile Concrete Mixer/Concrete batching truck	<u>1</u>

The Bidder shall provide further details on the required items of equipment using Form EQU in Section IV, Bidding Forms.

1.4 Evaluation of Technical Part

(a) Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 31.1:

No.	Technical Factor	Number of points (score)
1	Experience of the Contractor in similar works	20
2	Extent to which the technical proposal meets the requirements of the Specification	20
3	Adequacy of the proposed methodology and work plans presented.	30
4	Site Organization, team composition, qualifications, and experience of Contractor's Personnel	10
5	Management strategies and implementation plans (MSIPs) for ES	15
6	Contractor's Equipment strategy.	5
	TOTAL maximum score of technical part of bid	100 points

(b) Scoring of the Technical Proposal: The scoring methodology for each of the Technical Factors stated in ITB 31.2 is shown in the table below and shall be applied.

If a Technical Proposal receives a Total Technical Proposal Score of less than 50 points shall be rejected.

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified in the BDS ITB 31.2.

1.5 Technical Proposal Scoring Methodology

<i>Scoring weight (percentage % of maximum score for the technical factor)</i>	<i>Description</i>	<i>Remarks</i>
0	<i>Required feature is absent or clearly does not fulfill the requirements of the contract</i>	
1	<i>Required feature is present, but has important deficiencies such as unclear and insufficient information</i>	
2	<i>Sufficient information to demonstrate how the requirements will be met</i>	
3	<i>Sufficient information to demonstrate that the requirement will be marginally exceeded</i>	
4	<i>Sufficient information that significantly exceed the requirement and show that the proposal contributes to significant value addition</i>	

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

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

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”,

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”, and

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

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

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

where:

S_j = the Factor Technical Score of factor “j”,

W_j = the weight of factor “j” as specified **in the BDS**,

n = the number of Factors, and

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

.....

2. Financial Part

2.1 Margin of Preference N/A

2.2 Criteria for Financial Evaluation

In addition to the criteria listed in ITB 33.1 (a) – (e) the following criteria shall apply:
N/A

3. Combined Evaluation

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

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

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

Where:

- C = Evaluated Bid Cost
- C_{low} = the lowest of all Evaluated Bid Costs among responsive Bids
- T = the total Technical Score awarded to the Bid
- $Thigh$ = *the Technical Score achieved by the Bid that was scored best among all responsive Bids*
- X = weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State- owned Enterprise or Institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		Council resolution, both in accordance with ITB 4.8 and Section V.					
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1st January 1, 2021.	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid. pursuant ITB 18.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

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

² This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		below and assuming that all pending litigation will be resolved against the Bidder					
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since <i>1st January 2021</i>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	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. ⁴	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank 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 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 Bank financed works contract.	Must meet requirement (Including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Document
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		prospective long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US\$1.2 m, calculated as total certified payments received for contracts in progress and/or completed within the last <i>three years</i> , divided by <i>three</i> years	Must meet requirement	Must meet requirement 100%	N/A	Must meet 100% of the requirement	Form FIN – 3.2
4. Experience							
4.1 (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 five years, starting <i>1st January 2019</i> .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract	(i) A minimum number of <i>three</i> similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a	Must meet requirement	Must meet requirement ⁷	N/A	Must meet the following requirements for the key	Form EXP 4.2(a)

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

⁷ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Management Experience	<p>prime contractor, joint venture member⁶, management contractor or sub-contractor⁶ between <i>1st January 2021</i> and bid submission deadline:</p> <p>(i) 3 contracts, each of minimum value of <i>US\$1.2 m</i>;</p> <p>The similarity of the contracts shall be based on the following: <i>Patching, overlay, Asphalt Repair, Design of Speed Bumps, Repair with Rigid Pavement of urban paved roads</i></p>				<p>activities listed below”</p> <p><i>Patching, overlay, Asphalt Repair, Design of Speed Bumps, Repair with Rigid Pavement of urban paved roads</i></p>	
4.2 (b)		<p>For the above and any other contracts [substantially completed and under implementation] as prime contractor, Joint Venture member, or sub-contractor between <i>1st January 2021</i> and Application submission deadline, a minimum construction experience in the following key activities successfully</p>	<p>Must meet requirements</p> <p><i>N/A</i></p>	<p>Must meet requirements</p> <p><i>N/A</i></p>	<i>N/A</i>	<p>Must meet the following requirements for key activities listed below</p> <p><i>Patching, Overlay, Asphalt Repair, Design of</i></p>	<p>Form EXP – 4.2 (b)</p>

⁶ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		completed ⁸ : <i>Patching, Overlay, Asphalt Repair, Design of Speed Bumps, Repair with Rigid Pavement of urban paved roads</i>				<i>Speed Bumps, Repair with Rigid Pavement of urban paved roads</i>	
4.2 (c)	Specific Experience in managing ES aspects	<p>For the contracts in 4.2 (a) above and/or any other contracts substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2021 and Application submission deadline, experience in managing ES risks and impacts in the following aspects:</p> <ul style="list-style-type: none"> • <i>Health and Safety on project areas and working areas (Personal Protective Equipment (PPE));</i> • <i>ESHS training of Contractor & local partners and staff; including induction training, health screening, training in PPEs</i> 	Must meet requirements	Must meet requirements	Must meet the following requirements: <i>N/A</i>	Must meet the following requirements: <i>N/A</i>	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria			Compliance Requirements			Document	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<ul style="list-style-type: none"> • Screening and control of Air, Dust, Noise and vibrations, water, soil contamination; • Hazardous waste management; • Traffic management; • Emergency Management; 					

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a),4.2(b) and 4.2 (c)]

Section IV - Bidding Forms

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Letter of Bid- Technical Part

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

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

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

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

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Employer]*

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

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

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) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country 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 Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*

- (iii) [had been subject to disqualification by the Bank 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 Bank 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 Bank 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 *[insert day, month and year in accordance with ITB 17.1]*, 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;
- (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 World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of 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, the Most Advantageous 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; and

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Appendix to Technical Part: Technical Proposal

Technical Proposal

The Bidder's Technical Proposal shall include the following elements:

SCHEDULE A.	Method Statement
SCHEDULE B.	Subcontractors
SCHEDULE C.	Contractor's Equipment
SCHEDULE D.	Key Personnel Proposed
SCHEDULE E.	ES Management Strategies and Implementation Plans
SCHEDULE F.	Sustainable Procurement Proposal N/A
SCHEDULE G	Code of Conduct (ES)

Instructions on how to present the various schedules of the Technical Proposal are given on the following pages.

SCHEDULE A - METHOD STATEMENT

The Bidder's Method Statement must cover at least the following subjects which will be evaluated as part of the evaluation of the technical bids (as per BDS ITB 31.2):

- i. Description of the specific methods and ways how the contractor will apply sustainable construction methods and materials which reduce negative environmental impacts and carbon emissions.
- ii. Description of the methods and ways how the contractor shall apply construction quality assurance methods and arrangements.
- iii. Description of the composition and intended functioning of the contractor's Self-Control Unit.
- iv. The bidder's Program of Performance, in the forms of a bar chart sub-divided into sections for each road, showing the timing of all major activities to be carried out for Maintenance Services, Rehabilitation Works and Improvement Works, if any.
- v. Description of the Design Process for Rehabilitation and Improvement works, including any design criteria to be applied that ensure climate resilience of the road.
- vi. Description of the Contractor's Equipment strategy

SCHEDULE B - SUBCONTRACTORS N/A

SCHEDULE C - Contractor's Equipment- Form EQU

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.

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

Omit the following information for equipment owned by the Bidder.

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

SCHEDULE D - Form PER -1- Key Personnel Schedule

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

Key Personnel

1.	Title of position: Road Manager	
	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: Head of Self-Control Unit (SCU)	
	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: [Cyber security Expert/s] <i>[Include as required]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [Environmental Specialist]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position:	<i>[Health and Safety Specialist]</i>
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position:	<i>[Social Specialist]</i>
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
7.	Title of position:	<i>[Sexual Exploitation, Abuse and Harassment Expert, if required]</i> <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
8.

Form PER-2 - Resume and Declaration- Key Personnel

Name of Bidder

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

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

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

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

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

SCHEDULE E - ES Management Strategies and Implementation Plans (ES-MSIP)

The bidder shall submit a description of his Environmental and Social (ES) management strategies and implementation plans, with sufficient detail to demonstrate how these comply with (or exceed) the ES requirements of the Specifications (Section VII of the bidding document).

This is one of the Technical Factors which will be evaluated as part of the evaluation of Technical Bids, as per BDS ITB 31.2.

[Note to bidders: It is not necessary to present the full Contractor's Environmental and Social Management Plan (ESMP-C), but rather a listing and summary descriptions of the various strategies and plans which the selected contractor will have to prepare and submit for approval prior to starting rehabilitation and improvement works.]

SCHEDULE G - Code of Conduct: Environmental and Social (ES)

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

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 and Services*]. These Works and Services will be carried out at [*enter the Site and other locations where the Works and Services will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works and Services, 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 and Services. It applies to all our staff, laborer's and other employees at Site or other places where the Works and Services 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 and Services. 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, 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 sexual exploitation, sexual abuse and sexual harassment cases, 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(s) 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 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.

Bidder's Qualification Forms

Bidders Qualification without Prequalification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding forms included hereunder.

Bidders Qualification following Prequalification

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that it continues to meet the criteria used at the time of prequalification regarding

- (a) Eligibility
- (b) Contract non-performance, pending litigation and litigation history
- (c) Environmental and Social (ES) past performance
- (d) Bank's SEA and/or SH Disqualification
- (e) Financial Situation and Performance

For this purpose, the Bidder shall use the relevant forms included in hereunder.

Form ELI -1.1- Bidder Information Form

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's name

In case of Joint Venture (JV), name of each member:

Bidder's actual or intended country of registration:

[indicate country of Constitution]

Bidder's actual or intended year of incorporation:

Bidder's legal address [in country of registration]:

Bidder's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4
- In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1
- 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 the supervision of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI -1- Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____
 RFB No. and title: _____
 Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria (In case of prequalification, in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document)			
<input type="checkbox"/> Contract non-performance did not occur since 1st January [insert year]			
<input type="checkbox"/> Contract(s) not performed since 1st January [insert year]			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria (In case of prequalification, in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document)			
<input type="checkbox"/> No pending litigation			
<input type="checkbox"/> Pending litigation			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria <i>(In case of prequalification, in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document)</i>			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Form CON-3 - Environmental and Social 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]*

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

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

RFB No. and title: *[insert RFB number and title]*

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

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements (In case of prequalification, Section III Qualification Criteria, and Requirements of the Prequalification document)			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i>	<i>[insert amount]</i>

		Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CON – 4 - 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 Joint Venture and each subcontractor proposed by the Bidder]

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

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

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

RFB No. and title: *[insert RFB number and title]*

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

<p>SEA and/or SH Declaration</p> <p>in accordance with Section III, Evaluation and Qualification Criteria</p> <p><i>(In case of prequalification, in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document)</i></p>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank 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.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank 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.</p>
<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 Bank 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> <p>Brief summary of evidence provided: _____</p>

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**) [*attach details as appropriate*].

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (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					

2. Sources of Finance

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

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

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. 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 in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN – 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN – 3.4: Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____
 Date: _____
 JV Member's Name _____
 RFB No. and title: _____
 Page _____ of _____ pages

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

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion Date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			US\$	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.): Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required Works and Services items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name² (as per ITB 30.2): _____

RFB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 30.2 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

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

² If applicable

	Information
Address: Telephone/fax number E-mail:	

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

3. Activity No. Two
4. Activity No. Three...
- 5.

Form EXP - 4.2(c)

Specific Experience in Managing ES aspects and any additional sustainable procurement aspects

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion Date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

...

Form of Bid Security 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 extension thereto 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(s)]

Letter of Bid - Financial Part

[Note to Employer: The table under (b) Bid Price may need to be expanded to add additional price components or provisional sums, if applicable under the contract.]

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

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

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

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

Request for Bid No.: *[insert identification]*

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 Letter of Technical Part.

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 17.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (d) below is:

Description	Amount (in numbers)
(a) Maintenance Services in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
(b) Rehabilitation Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
(c) Improvement Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
A. SUB-TOTAL = (a) + (b) + (c)	
(d) Emergency Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .	
B. TOTAL = A + (d)	

- (c) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the BDS ITB 33.4 which is *[insert amount or percentage of the total bid price]*.

[Or, in case of multiple lots]

- (b) **BidPrice:** The total price, excluding any discounts offered in item (d) below is:

Description	Amount (in numbers and words)		
	Lot 1	Lot 2	Lot 3
(a) Maintenance Services <i>[amount in numbers, name of currency]</i>			
<i>[amount in words]</i>			
(b) Rehabilitation Works <i>[amount in numbers, name of currency]</i>			
<i>[amount in words]</i>			
(c) Improvement Works <i>[amount in numbers, name of currency]</i>			
<i>[amount in words]</i>			
A. SUB-TOTAL = (a) + (b) + (c) <i>[amount in numbers, name of currency]</i>			
<i>[amount in words]</i>			
(d) Emergency Works <i>[amount in numbers, name of currency]</i>			
<i>[amount in words]</i>			
B. TOTAL = A + (d) <i>[amount in numbers, name of currency]</i>			
<i>[amount in words]</i>			

- (c) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the BDS ITB 33.4, which is *[insert amount or percentage of the total bid price]*.

- (d) **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*];
- (e) **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*].

Name of Recipient	Address	Reason	Amount

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

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

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*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules

Appendix to Financial Part

Schedule of Adjustment Data

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

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
	Nonadjustable	—	—	—	A: _____* B: _____ C: _____ D: _____ E: _____
Total					1.00

[* To be entered by the Employer]

Table B. Foreign Currency

State type: [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 related source 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]

Table C. Summary of Payment Currencies

For[insert 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.]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Net Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
BID PRICE				

SCHEDULE H- Projected Cash Flow

(1) Bidders shall tabulate below estimates, based on their preliminary work programme, of:

- (a) On the expenditure side, the value of the work which will be carried out;
- (b) On the revenue side, the net payments to which they will become entitled with due allowance for the advance payment and repayment, materials prepayments, and retention money, but excluding price adjustments for rise and fall and provisional sums for emergency works.

(c) The projected net cash flow during the Contract Period.

(2) The prospective successful Bidder may be required to submit full details to substantiate his estimates.

Period (Months)	Expenditures		Revenues			Net Cash- Flow
	Cost/Value of Rehabilitation and Improvement Works <i>[show amount and currency]</i>	Cost/Value of Maintenance Services <i>[show amount and currency]</i>	Payments to be received <i>[show amounts and currency]</i>			
			For Rehabilitation and Improvement Works	For Maintenance Services	Total	
1 to 6						
6 to 12						
12 to 18						
18 to 24						
24 to 30						
30 to 36						
36 to 42						
42 to 48						
48 to 54						
54 to 60						
...etc...						
Total						

Bills of Quantities

1. The Bill of Quantities shall be read in conjunction with the instruction to Bidders, Conditions of Contract, Specifications and the Drawings.
2. This Bill of Quantities is the basis for payment of services covered under the contract, at the Service Levels defined in the Specifications. The rates given by the Bidder shall, except if otherwise provided under the Contract, include all plant, equipment, labor, management and supervision, materials, erection, profit, taxes, and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
3. Payment shall be made in accordance with the actual performance of the Contractor and compliance with the Service Level criteria given in the Specifications for each road. Failure to meet the Service Levels will result in payment reductions in accordance with Clause 47 of the General Conditions and the Performance Specifications
4. The unit rates and prices shall be quoted entirely in US Dollar
5. A unit rate or price shall be entered by the Bidder against each item in the Bill of Quantities. The cost of items against which the Bidder has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the Bill of Quantities
6. General directions and descriptions of work and materials are not repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities
7. The method of measurement of completed Maintenance Services shall be in accordance with the measurement and payment provisions of the relevant section in the Specifications
8. Arithmetical errors discovered prior to award of the Contract will be corrected by the
9. Employer pursuant to the Instructions to Bidders

Project Name:	Patching of Potholes and Sectional Overlaying of Critical Areas within the Paynesville Area				
Date:	18-Dec-24				
DETAILED BILL OF QUANTITIES FOR LOT # 1, PAYNESVILLE AREA					
Item	Description	Unit	Estimated Quantity	Rate, USD	Extension, USD
A	GENERAL ITEMS				
1000	Mobilization of equipment, materials, and personnel	L.S	1.00		
1100	Demobilization of equipment, facilities, and personnel from the site, including restoration of the area to a satisfactory condition as approved by the Engineer.	L.S	1.00		
1200	Establish, maintain, and operate the site camp, site office, and site store for the entire contract duration	L.S	1.00		
1300	Provide operational safety, health equipment, and personnel safety equipment for day and night work as required along the project corridor	L.S	1.00		
1400	Provision, erection, and maintenance of temporary traffic control directional signs to provide guidance for road users for the entire contract duration	L.S	1.00		
Sub-Total:					
B	PAVEMENT PATCHING AND SECTIONAL OVERLAYING (ASPHALT CONCRETE)				
2000	Cut & excavate damaged asphalt sections at the required depth not exceeding 150mm. Including disposal of unsuitable material offsite as directed by the MPW Project Engineer.	m ²	20773.68		
2100	Supply lay, and compact approved crush aggregate (0-30mm) for leveling at a minimum depth of 100mm	m ³	2077.37		
2200	Provide and place approved asphaltic concrete (12.5.0mm - 0.075mm) for asphalt repair (Patching) and rehabilitation at 50mm thick. Asphalt Concrete Mixture for Patching must comply with ASTM or AASHTO testing methods and the Engineer must approve test results before applications with 60/70 bitumen grade.	m ²	16547.67		
2300	Seal all potholes using C30 concrete as per the design and specification	m ³	633.90		
2400	Provide heat and spray Cut Back Bitumen (MC30) prime coat for the	m ²	38464.05		

	asphalt repair section and overlay the patched sections 1.0 liters/sqm.				
2500	Provide and place asphaltic concrete Overlay 50mm (25.0mm - 0.075mm). and Asphalt Concrete Mixture for the overlay of the entire section must comply with ASTM or AASHTO testing methods and the Engineer must approve test results before applications with 60/70 bitumen grade.	m ²	21916.38		
Sub-Total:					
Total					
Contingency					
TOTAL COST FOR WORKS IMPLEMENTATION					

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non-Consulting Services in Bank-Financed Procurement

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

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

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

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – WORKS REQUIREMENTS

Section VII - Specifications

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INTRODUCTION

These Special Technical Specifications cover matters that relate to construction work as a whole and provide supplementary information to Part 2 of the Technical Specification for the implementation of Periodic Maintenance of Paved Roads and shall also be applied to the design of new pavements and patching for highways and other categories of paved roads. These guidelines also provide sound engineering judgment considering the local condition and should be given due consideration while selecting a pavement composition. References in this Special Specifications highly consider the following Guidelines:

- ✚ Guide Specifications for Highway Construction, 2008 AASHTO
- ✚ Standard Specification for Road Works, Section 4: Flexible Pavement, JKR/SPJ/2008-S4
- ✚ Overseas Road Note 2, Maintenance Techniques for District Engineers, Edition 2, 1985

A. GENERAL ITEMS

1000 MOBILIZATION

1001 Description

The mobilization of equipment shall include the mobilization and installation of necessary construction equipment such as compactors, water browsers, small concrete mixers, transporting vehicles for material and staff, graders, bulldozers, trucks, etc., and personnel from their existing locations to the sites where they are to be used under this Contract.

1002 Execution

The contractor will establish an adequate technical and administrative staff to manage the execution of the project.

The contractors will still have the technical and administrative capacity to plan and manage the work.

The project requires to submit a monthly progress report, which shall include information regarding the following:

- Progress in comparison to an approved program of work.
- Value of work done, the actual cash flow, and the estimated cash flow over the remainder of the contract period.
- Personnel schedule indicating the Contractor's personnel on site.
- The plant schedule indicates the construction of the plant on site.
- Accident Report.
- Approved day-works.
- Statement of all claims that are pending.
- Approved rain days and any other delays during the month

Under this item, the contractor shall:

- (i) Transport plant, equipment, and temporary facilities to the site.
- (ii) Provision of transportation facilities for supervisory, administrative, and technical personnel.
- (iii) Housing should be provided for supervisory, administrative, and technical personnel.

1003 Measurement and Payment

Item	Unit
Mobilization	Lump sum

The payment shall be made as a lump sum payment payable only once when the equipment and personnel are mobilized to the satisfaction of the Engineers.

1100 DEMOBILIZATION

1101 Description

The demobilization of equipment shall include the demobilization of necessary construction equipment such as compactors, water bowsers, small concrete mixers, transporting vehicles, graders, excavators, bulldozers, etc., and the removal of the Site camp and offices from the work site after completion of the work to their existing locations.

1102 Execution

The Contractor shall move all plant, equipment, facilities, and personnel from the site and shall include (but not necessarily be limited to).

- (a) Transport of plant, equipment, and temporary facilities from the site and export if required.
- (b) Dismantling and removal of all temporary facilities on the site.
- (c) Restoration of all construction camp areas to a satisfactory condition.

1103 Measurement and Payment

Item	Unit
Demobilization	Lump sum

Payment shall be made upon completion of demobilization to the Engineers' satisfaction. This item shall be payable only in respect of the whole of the Works and shall not apply in cases of sectional completion.

1200 ESTABLISHMENT OF SITE CAMP AND SITE STORE

1201 Description

The Contractor shall establish a site camp and a site store at or near the site at a location of his choice, subject to the Engineers' approval. The site camp and site store shall accommodate the Contractor's administrative offices, personnel, testing facilities, and storage of construction material, etc. The Contractor shall be solely responsible for providing land for the construction of camps, the cost of which shall be deemed to be included in his tender.

Unless otherwise specified, the contractor can decide with landowners to establish camps. The contractor shall maintain the site camp and site store during the execution of the contract.

After the construction work, the contractor shall dismantle and remove from the site all facilities established within the camp, including the perimeter fence and lockable gates. The whole campsite shall be grassed, and if trees originally grew on the site, they shall be replaced with similar tree species.

1202 Measurement and Payment

Item	Unit
Establishment of site camp	Lump sum

The payment shall be made as a lump sum payment. It shall be made based on the time proportion of the contract duration regardless of contract extension. In the event that the Contractor completes the Works before the completion date, then the whole of the sum under this item shall be paid with the completion payment certificate after completion has been certified pursuant to the Conditions of Contract.

1300 OPERATIONAL SAFETY

1301 Description

The Contractor shall ensure the safety and health of the public and workers and meet safety requirements for

the operation of the Works, which shall include but not necessarily limited to:

- a) Sensitizing workers on the dangers of contracting and spreading sexually transmitted diseases and other health risks, including HIV/AIDS, that may be compounded as a result of the construction activities; refer to additional requirements stated below.
- b) Treat stagnant water in uncovered borrow pits to avoid creating breeding grounds for mosquitoes if such pits are within 500m of human settlements or workers' camps.
- c) Supply his workers with appropriate protective clothing, such as overalls, gloves, and gumboots, together with any other equipment that may be necessary for the proper execution of the work. Failure to supply adequate tools and clothing will be treated as a breach of contract.
- d) The contractor shall keep an operational first aid kit and provide and ensure that all project staff have access to condoms.

Notwithstanding a) above, the contractor shall ensure that all Site staff (including all the Contractors' employees all sub-contractors' employees, and all truck drivers and crew making deliveries to the Site) are made aware of the dangers and impact of HIV/AIDS. Such campaigns shall be conducted every four months through workshops, posters, and other related information on HIV/AIDS

The contractor shall consult, liaise, and work closely with existing health and local authorities, NGOs, and other stakeholders in project areas to effectively control and prevent the spread of HIV/AIDS.

1302 Measurement and Payment

Item	Unit
Operational safety and health and HIV/Aids Awareness	Lump sum

The payment shall be made as a lump sum payment payable when a workshop has been conducted, and safety equipment has been issued to the respective laborers for the works to the satisfaction of the Engineers.

1400 MAINTENANCE TRAFFIC TEMPORARY TRAFFIC SIGN**1401 Description**

Keep the road open to traffic during the work or provide adequate detour roads as specified or directed. Furnish, install, and maintain traffic control devices as defined in the approved traffic management plan. Maintain the portion of the project open to the public in a condition that safely and adequately accommodates traffic. Construct and maintain all necessary accesses to parking lots, garages, businesses, residences, farms, and other features as may be required.

A. Special Detours. When the contract includes “Maintenance of Detours” or “Removing Existing Structures and Maintaining Traffic,” include in the bid all costs to construct, maintain, and remove detours where necessary.

B. Maintenance Directed by the Engineer. Special maintenance is work that is not included in the contract but that is defined and directed by the Engineer to benefit the traveling public. The Agency will pay based on the lump sum price.

1402 Measurement and Payment

Item	Unit
Temporary Maintenance Awareness	Lump sum

B. CUTTING AND PREPARATION**2000 Cut and Excavate Defective Section****2001 Description**

The work shall include cutting and excavating defective sections of the pavement and removing unsuitable material from the cut section as the required depth and field situation dictates.

2002 Construction Method Prior to commencing any aggregates base course, the contractor shall remove and dispose of debris, unwanted asphalt concrete, vegetation, roots, trees, logs, boulders, rubbish, or any obstructions to the works from all the cut sections.

The works paid under this item shall be within the cut defects width provided by the take-off sheet or as directed by the Engineers.

Excavation of unsuitable material and depositing in approved locations shall be done within the limits of road formation width provided by the directed Engineers.

The above material shall be deposited well outside the cleared area at locations approved by the Engineers. Where material is deposited on side-long ground, it shall be deposited well outside the cleared area on the road's lower side (valley side) and spread to conform to the contours of the existing ground.

2003 Quality Checks/Test

Cleared areas to be accessible of organic materials and boulders as specified and to the satisfaction of the Engineers.

2004 Measurement and Payment

Item	Unit
Cut and excavate damaged section of road	m ²

Payment to this item shall be made on the basis measured (m²). The rate shall cover all costs relating to the work as per the description, methods, performance standards, and operation of all labor and equipment or resources needed for this work.

2100 Aggregate Base Course

2101 Description

This work shall consist of furnishing, placing, compacting, and shaping crushed aggregate road base material on a prepared and accepted subgrade or sub-base by this Special Specification and the lines, levels, grades, dimensions, and cross-sections as shown on the Drawings and/or as directed by the Engineer.

2102 Material

Crushed aggregate road base material shall be crushed rock, crushed gravel, or a mixture of crushed rock and gravel, which shall be hard, durable, clean, and essentially free from clay and other harmful materials. The material shall conform to the following physical and mechanical quality requirements.

- The plasticity index, when tested by BS 1377, shall be not more than 6.
- The aggregate crushing value, when tested by MS 30, shall be not more than 25%.
- The flakiness index, when tested by MS 30, shall be not more than 25%.
- The weighted average weight loss in the magnesium sulfate soundness test (5 cycles) when tested by AASHTO Test Method T 104 shall be not more than 18%.
- The material shall have a CBR value of not less than 80% when compacted to 95% of the maximum dry density determined in the B.S. 1377 Compaction Test (4.5 kg rammer method) and soaked for four days under a surcharge of 4.5 kg; the sand equivalent of aggregate fraction passing the No. 4 (4.75 mm) sieve when tested in accordance with ASTM D 2419 shall be not less than 45%.
- The gradation shall comply with the envelope as shown in Table 1.0

Table 1.0 Gradation limits for crushed aggregate base

B.S Sieve Size (mm)	Percentage Passing by Weight
50.0	100
37.5	85 - 100
25.0	70 - 100
19.0	60 - 90
12.5	40 - 65
9.5	30 - 55
4.75	20 - 40
2.36	10 - 25
1.18	2 - 10

2102 Construction Methods

Prior to placing any crushed aggregate road base material, the sub-base shall have been constructed in accordance with the Engineer's approval. The crushed aggregate base shall be placed to the required width and thickness as shown on the Drawings or directed by the Engineer in one layer or more, each layer not exceeding 200 mm compacted thickness. Where two or more layers are required, each layer shall be of approximately equal thickness, and none shall be less than 100 mm compacted thickness. The material shall be spread using a motor grader of sufficient capacity or another approved mechanical spreader with an optimum moisture content of +1%. Compaction shall be carried out using suitable approved equipment in a longitudinal direction and begin at the lower edges and progress towards the crown, or in the case of superelevation towards the upper edge, in such a manner that each section receives equal compaction effort, sufficient to produce a density of not less than 95% of the dry maximum density as determined by BS 1377: Test 13. Throughout the placing, moisture content adjustment, and compaction of crushed aggregate road base material, care shall be taken to maintain a uniform gradation of the material and prevent its separation into coarse and fine parts, all to the satisfaction of the Engineer.

The Engineer will measure work acceptable to completion as specified and will pay for accepted quantities at the contract unit price.

2103 Measurement and Payment

Item	Unit
Provide, lay, and compact approved aggregates	m ³

C. PAVEMENT PATCHING (ASPHALT CONCRETE)**3000 Bituminous Prime Coat****3001 Description**

This work shall consist of the careful and thorough cleaning of the surface of a prepared and accepted unbound road base and cement-treated base (CTB) and the furnishing and application to the cleaned road base and CTB surface of a bituminous prime coat, all by this Specification and the lines, dimensions and cross sections as shown on the Drawings and/or as directed by the Engineer. The Engineer shall receive a copy of the test results for each delivery of cut-back bitumen, bitumen emulsion, or other materials employed in the Works.

3002 Material

The material shall be cut-back bitumen conforming to the requirements of MS 159 or slow-setting cationic bitumen emulsion of grade conforming to the requirements of MS 161 or other materials as approved by the Engineer.

3003 Equipment

The Contractor shall provide the plant and equipment necessary for executing the work in accordance with this Specification. Before the plant or equipment is mobilized, the S.O. shall be notified of details of this equipment, including the manufacturer, model type, capacity, etc.

• Mechanical Power Broom

The power broom is of the self-propelled suction type capable of removing all loose particles and dust from the surface to receive the bituminous prime coat or a self-propelled power broom fitted with an air blower with a delivery pressure of 0.7 N/mm².

• Pressure Distributor for Bituminous Material

The distributor shall be a purpose-built model of recognized manufacture approved by the Engineer and shall conform to the requirements described hereunder.

The distributor shall have a suitable capacity and be equipped with a gas or oil-fired heating system

capable of heating a full charge of bituminous material to 180o C. The heating system shall be such that overheating of the bituminous prime coat will not occur and shall be of a type in which flames from the burner do not come into direct contact with the tank's casing containing the bituminous prime coat.

The tank shall be insulated so that when filled with bituminous prime coat at 180oC and not heated, the drop-in temperature shall be less than 30C per hour.

A thermometer shall be provided to continuously measure the temperature of the bituminous prime coat in the tank and shall be arranged so that the highest temperature in the tank is measured. The tank shall be fitted with an accurately calibrated dipstick or contents gauge, and the pipe for filling the tank shall be fitted with an easily replaceable filter.

The distributor shall run on pneumatic tired wheels of such width and number that the load produced on the road surface when the vehicle is fully charged shall not exceed 12 kg/mm of tire width. The vehicle shall be equipped with a `fifth wheel' tacheometer system to measure its forward speed accurately during spraying operations.

The distributor shall be equipped with a full circulation type spray bar with nozzles from which the bituminous prime coat is sprayed to the road surface uniformly over the full spraying width. The spraying width shall be variable in increments of not more than 100 mm up to a maximum of 5.0

meters. The spraying pump shall be driven by a separate power unit equipped with an accurate pressure gauge and an accurate flow rate gauge or meter. The pump shall be fitted with an easily replaceable filter on the suction side. The spray bar and pump shall be so designed that bituminous

prime coat at even temperature and uniform pressure may be sprayed uniformly over the spraying

width at controlled rates in the range of 0.25 to 8.0 liters/sq.m at average distributor operating speeds, such that deviation from the prescribed rate of application shall not exceed 10%

The distributor shall be equipped with a hand spraying system.

The meters for the ‘fifth wheel’ tachometer system and the bituminous prime coat pumping flow rate, pumping pressure, and temperature shall be located so that the vehicle driver can easily read them while operating the distributor. The spray bar shall be controlled by a second operator riding at the rear of the vehicle in a position where all the discharge sprays are in his good view.

All measuring equipment on the distributor shall have been recently calibrated and accurate, and satisfactory records of the calibrations shall be submitted to the Engineer. If, in the course of the work, the rates of application of bituminous prime coat are found to be inaccurate, the distributor shall be withdrawn from the Works and recalibrated to the satisfaction of the Engineer. before being returned to service.

The Engineer may require such performance tests as he considers necessary to check that the distributor is operating satisfactorily. As directed by the Engineer., the Contractor shall make the distributor and its equipment available for such tests and supply all necessary assistance, materials, tools, testing apparatus, etc., all at the Contractor's own expense.

• **Storage and Heating Facilities for Bituminous Prime Coat**

Tanks for storing bituminous prime coat shall have a capacity suited to the proposed rate of utilization of the material and the method and frequency of its delivery to the Works, all to the satisfaction of the Engineer. The bituminous prime coat storage tanks and barrel decanters shall be equipped with indirect heat transfer oil heating to raise the bituminous prime coat to the specified temperature without overheating.

3004 Construction Methods

• **Weather Limitations**

Place the prime coat on a dry surface when the surface temperature is above 50°F (10°C), and when weather conditions ensure proper application.

• **Surface Preparation and Cleaning**

Before applying the bituminous prime coat, the unbound aggregate road base shall have been shaped and compacted by the provisions of this Specification. Notwithstanding any earlier approval of the finished road base, any damage to or deterioration shall be good to the Engineer's satisfaction before the bituminous prime coat is applied. Immediately before applying the bituminous prime coat, the entire width of the surface to be treated shall be swept using a power

broom followed by a compressed air blower and, if necessary, scraped using hand tools to remove all dirt, dust and other objectionable materials, all to the satisfaction of the Engineer.

• **Application of Bituminous Prime Coat**

A pressure distributor shall spray the bituminous prime coat onto the cleaned road base surface. Any areas inaccessible to the distributor spray bar shall be treated using the distributor's hand spraying system. The rate or rates of application shall be as directed by the Engineer based on the results of test applications but shall usually be in the range of 0.5 to 1.0 liter/sq.m. The temperature of cut-back bitumen MC-30 shall be maintained in the range of 50 C to 70 C during spraying operations. For the bitumen emulsion SS-1K, the spraying temperature shall be 25 C to 45 C. After the bitumen emulsion "breaks", sand or quarry dust shall be lightly spread over the primed surface. The covered surface shall be left undisturbed to cure for 24 hours, after which the surface can be swept clear of sand or quarry dust before the overlying pavement course is constructed.

If necessary, the prescribed prime coat shall be applied in two separate spraying operations to prevent the bituminous prime coat from flowing on the sprayed surface. Where the condition of the treated surface indicates that it is necessary, a bituminous prime coat in addition to that prescribed shall be applied as the S.O. shall direct.

Bituminous prime coat shall be distributed uniformly over the surface to be treated without streaking; the quantities applied shall not deviate by more than 10% from those prescribed. Areas with insufficient bituminous prime coat shall be resprayed as necessary to make up for the deficiency, all to the satisfaction of the Engineer.

The surfaces of structures, road furniture, and trees adjacent to the areas being sprayed shall be protected in such a manner as to prevent their being splattered or marred by the bituminous prime coat. Bituminous prime coat shall not be discharged into road drains, gutters, etc.

• **Curing and Opening to Traffic**

The prime coat shall usually be undisturbed for at least 24 hours after application. It shall not be opened to traffic until, in the opinion of the Engineer, it has penetrated the road base and cured

sufficiently such that the wheels of vehicles will not pick it up.

The Contractor shall maintain the prime coat, all to the satisfaction of the Engineer until the overlying pavement course is constructed, which shall not be within 24 hours after the application of the prime coat nor within such a more extended period as is required, in the engineer's opinion, for the prime coat to achieve maximum penetration of the road base and become fully cured.

3005 Measurement and Payment

The Engineer will measure work acceptably completed as specified and measure the prime coat by the amount of residual asphalt.

Item	Unit
• Asphalt binder for prime coat	m ²
• Cutback asphalt for prime coat	m ²
• Emulsified asphalt for prime coat	m ²

Such payment is full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

3100 Bituminous Tack Coat

3101 Description

This work shall consist of the careful and thorough cleaning of the surface of a prepared and accepted bituminous or bitumen-primed pavement course and the furnishing and application to the cleaned surface of a bituminous tack coat before the construction of an overlying bituminous pavement course, all by this Specification and the lines, dimensions, and cross-sections as shown on the Drawings and/or as required by the Engineer.

3102 Material

Bituminous tack coat material shall be a rapid-setting cationic bitumen emulsion conforming to the requirements of MS 161.

3103 Equipment

Equipment shall be specified in sub-section 3003.

3104 Construction Methods

• General Conditions

The bituminous tack coat shall only be applied to a clean and dry surface of a bituminous or bitumen-primed pavement course. The bituminous tack coat shall only be applied as far in advance of the construction of the overlying bituminous pavement course as is necessary to achieve a satisfactory degree of tackiness before the overlying material is placed, all to the satisfaction of the Engineer.

• Surface Preparation and Cleaning

Before applying a bituminous tack coat, the appropriate sections of this specification shall prepare the surface to be treated. Notwithstanding any earlier approval of this surface, any damage to it or deterioration of it shall be made good before the bituminous tack coat is applied. Immediately before applying the bituminous tack coat, the full width of the surface to be treated shall be swept using a power broom followed by a compressed air blower and, if necessary, scraped using hand tools to remove all dirt, dust and other objectionable materials, all to the satisfaction of the Engineer.

• Application of Bituminous Tack Coat

The bituminous tack coat shall be sprayed onto the clean and dry surface of the bituminous or bitumen-primed pavement course using a pressure distributor. Any areas inaccessible to the distributor spray bar shall be treated using the distributor's hand spraying system. The rate or

rates of application shall be as directed by the Engineer. based on the results of test applications, but shall usually be in the range of 0.25 to 0.55 liters/sq.m. The temperature of the bituminous tack coat shall be maintained in the range of 25 C to 45 C during spraying operations.

Bituminous tack coat shall be distributed uniformly over the surface to be treated without streaking; the quantities applied shall not deviate by more than 10% from those prescribed. Areas with bituminous tack coat over these limits shall have the excess removed at the Contractor's expense, and areas with insufficient bituminous tack coat shall be resprayed as necessary to make up the deficiency, all to the satisfaction of the Engineer.

The surfaces of structures, road furniture, and trees adjacent to the areas being sprayed shall be protected in such a manner as to prevent them from being splattered or marred by bituminous tack coats. Bituminous tack coat shall not be discharged into road drains, gutters, etc.

Traffic shall be kept off the bituminous tack coat at all times, and the Contractor shall maintain the bituminous tack coat, all to the satisfaction of the Engineer., until the overlying pavement course is constructed.

3105 Measurement and Payment

The Engineer will measure work acceptably completed as specified and measure the prime coat by the amount of residual asphalt.

Item	Unit
• Asphalt binder for tack coat	m ²
• Cutback asphalt for tack coat	m ²
• Emulsified asphalt for tack coat	m ²

3200 Asphalt Concrete

3201 Description

This work shall include furnishing, placing, shaping, and compacting asphaltic concrete binder course and/or wearing course on a prepared and accepted bituminous or bitumen-primed pavement course. It shall include carefully and thoroughly cleaning surfaces, which are to be covered before applying bituminous prime coat and tack coat. The work shall be carried out according to this specification and the lines, levels, grades, dimensions, and cross-sections as shown on the drawings and/or as required by the engineer.

3202 Material

Aggregates for asphaltic concrete shall be a mixture of coarse and fine aggregates and mineral filler. The individual aggregate shall be of sizes suitable for blending to produce the required gradation of the combined aggregate, all to the satisfaction of the Engineer.

a. Coarse aggregate shall be screened crushed hard rock, angular in shape and free from dust, clay, vegetative and other organic matter, and harmful substances. They shall conform to the following physical and mechanical quality requirements.

- The Los Angeles abrasion value, when tested by ASTM C 131, shall be not more than 25%.
- The weighted average weight loss in the magnesium sulfate soundness test (5 cycles) when tested by

AASHTO Test Method T 104 shall be not more than 18%.

- The flakiness index, when tested by MS 30, shall be not more than 25%.
- The water absorption, when tested by MS 30, shall be not more than 2%.
- The polished stone value, when tested in accordance with MS 30, shall be at least 40 (this is only applicable to aggregates for the wearing course).

b. Fine aggregate shall be clean-screened quarry dust. Other types of fine aggregate may be used subject to the approval of the S.O. Fine aggregate shall be non-plastic and free from clay, loam, aggregation of material, vegetative and other organic matter, and other harmful substances. They shall conform to the following physical and mechanical quality requirements.

- The sand equivalent of aggregate fraction passing the No. 4 (4.75mm) sieve when tested in accordance with ASTM D 2419 shall be not less than 45%.
- The fine aggregate angularity when tested in accordance with ASTM C 1252 shall be not less than 45%.
- The Methylene Blue value when tested in accordance with Ohio Department of Transportation Standard Test Method shall be not more than 10 mg/g.
- The weighted average loss of weight in the magnesium sulphate soundness test (5 cycles) when tested in accordance with AASHTO Test Method T 104 shall be not more than 20%.
- The water absorption when tested in accordance with MS 30 shall be not more than 2%.

Notwithstanding compliance with the requirements of this Specification, limestone aggregates shall not be permitted for use in the wearing course. The gradation of the combined coarse and fine aggregates, together with mineral filler, shall conform to the appropriate envelope. shown in Table 2.0

Table 2.0: Gradation Limit for Wearing and Binder Courses

Mix Type	Wearing Course	Wearing Course	Binder Course
Mix Designation	AC 10	AC 14	AC
Sieve Size (mm)	Percent Passing Weight		
25			100
19		100	72 - 90
12.5	100	90 - 100	58 - 76
9.5	90 - 100	76 - 86	48 - 64
4.75	58 - 72	50 - 62	30 - 46
2.36	48 - 64	40 - 54	24 - 40
0.600	22 - 26	18 - 34	14 - 28
0.300	12 - 26	12 - 24	8 - 20
0.150	6 - 14	6 - 14	4 - 10
0.075	4 - 8	4 - 8	3 - 7

For each type of mix required in the Works, the Contractor shall propose a laboratory design mix gradation which shall consist of a single definite percentage passing for each sieve size in the above Table and shall produce a smooth curve within the appropriate gradation envelope. This job laboratory design mix gradation, with the allowable tolerances for a single test as specified shall then become the job standard mix or job mix formula.

c. Mineral filler shall be incorporated as part of the combined aggregate gradation. It shall be of finely divided mineral matter of hydrated lime (calcium hydroxide). At the time of mixing with bitumen, the hydrated lime shall be sufficiently dry to flow freely and shall be essentially free from agglomerations.

3203 Mix Design

• Job Mix Formulae

The Contractor shall propose a job mix formula for each type of mix required in the Works. In order to obtain the optimum quality of the mixes, the job mix formula for each type of mix shall be prepared on the basis of testing several laboratory designs mix aggregate gradations within the limits set in Table 2.0 at an appropriate range of bitumen content. As a guide to the testing range of bitumen content, the design bitumen content will usually be in the range given in the above Table. Each combination of laboratory design mix aggregate gradation and bitumen content shall be subject to the Marshall test procedure and volumetric analysis as follows.

- ✓ Preparation of laboratory specimens for the standard stability and flow test in accordance with ASTM D 1559 using 75-blow/face compaction standard,
- ✓ Determination of the bulk specific gravity of the specimens in accordance with ASTM D 2726,
- ✓ Determination of the stability and flow values in accordance with ASTM D 1559,
- ✓ Analysis of the specific gravity and air voids parameters to determine the percentage of air voids in the compacted aggregate, the percentage of air voids in the compacted aggregate filled with bitumen, and the percentage air voids in the compacted mix.

For each laboratory design mix gradation, four specimens shall be prepared for each bitumen content within the range given in Table 4.3.4 (see Note 1) at increments of 0.5 percent, in accordance with ASTM D 1559 using 75 blows/face compaction standard. All bitumen contents shall be in percentage by weight of the total mix.

As soon as the freshly compacted specimens have cooled to room temperature, the bulk specific gravity of each test specimen shall be determined in accordance with ASTM D 2726.

The stability and flow value of each test specimen shall then be determined in accordance with ASTM D 1559.

After the completion of the stability and flow test, specific gravity and voids analysis shall be carried out for each test specimen to determine the percentage air voids in the compacted aggregate filled with bitumen (VFB) and the percentage air voids in the compacted mix (VIM).

Values which are obviously erratic shall be discarded before averaging. Where two or more specimens in any group of four are so rejected, four more specimens shall be prepared and tested. The average values of bulk specific gravity, stability, flow, VFB and VIM obtained above shall be plotted separately against the bitumen content and a smooth curve drawn through the plotted values.

3204 Construction Methods

a. General Conditions

Mix Design. Develop and submit a job mix formula as specified in Table 2.0

b. Surface Preparation and Cleaning

Prior to constructing an asphaltic concrete pavement layer, the surface to be covered shall have been prepared in accordance with the appropriate Sections. Notwithstanding any earlier approval of this surface, any damage to or deterioration of it shall be made good before asphaltic concrete paving work is commenced. If the surface to be covered is to be provided with a bituminous tack coat, then this shall be applied all in accordance with the provisions of Sub-Section 3100.

c. Aggregate Handling and Heating

Each aggregate to be used in the asphaltic concrete mixes shall be stored in a separate stockpile near the mixing plant. Stockpiles of sand and other fine aggregates shall be kept dry using waterproof covers and other means as necessary. In placing the aggregates in the stockpiles and loading them into the mixing plant's cold aggregate feed bins, care shall be taken to prevent segregation or uncontrolled combination of materials of different gradations. Segregated or contaminated materials shall be rescreened or rejected for use in the Works and removed from the mixing plant site.

The aggregates shall be fed into the dryer at a uniform rate proportioned in accordance with the appropriate job mix formula. The rate of feed for each aggregate shall be maintained within 10% of the rate prescribed, and the total rate of feed shall be such that the plant's screens shall never be overloaded. The aggregates shall be dried and heated so that when delivered to the mixer they shall be at a temperature in the range 150 0C to 170 0C. Immediately after heating, the aggregates shall be screened into four (or more) fractions which shall be separately stored in the hot aggregate storage bins in readiness for mixing. Mineral filler cum anti-stripping agent to be used in the mix shall be stored separately and kept completely dry. Its rate of feed into the plant shall be accurately controlled by weight or volumetric measurement, all to the satisfaction of the Engineer.

d. Heating of Bitumen

The bitumen shall be heated so that when delivered to the mixer it shall be at a temperature in the range 140 0C to 160) 0C.

e. Mixing Asphaltic Concrete

The mixing plant shall be so coordinated and operated as to consistently produce asphaltic concrete mixes within the tolerances prescribed in this Specification, all to the satisfaction of the Engineer.

• **Mixing in Batch Plants**

For each batch, the screened hot aggregates shall be weighed out into the aggregate weigh hopper in accordance with the proportions prescribed in the appropriate job mix formula; the sequence of weighing out shall commence with the largest-sized aggregate and progress down to the fines, unless the Engineer shall otherwise approve. Mineral filler shall be weighed out into the filler weigh hopper, where this is provided, or added last to the aggregate weigh hopper, in accordance with the job mix formula proportions.

The hot binder shall be weighed out into the binder weigh bucket in accordance with the proportions prescribed in the job mix formula.

The hot aggregates and filler shall be discharged into the pugmill and mixed dry for the dry mixing

time prescribed in the job mix formula, which shall usually be in the range five to 10 seconds. The hot binder shall then be added and wet mixing performed for the wet mixing time prescribed in the job mix formula; this shall be sufficient so that all particles of aggregate are uniformly coated with bitumen, and shall usually be 45 seconds or less for dense graded mixtures.

The volume blades just break out of the mixture at the height of their action. After the completion of wet mixing, each batch of asphaltic concrete shall be discharged from the pugmill either into a storage hopper or directly into a truck for hauling to the paving site. Care shall be taken that no segregation of the mix occurs.

• **Mixing in Drum Mix Plants**

The screened hot aggregates and filler shall be fed continuously from their storage bins in accordance with the proportions prescribed in the appropriate job mix formula, combined in the plant, and fed continuously into the mixer. The hot binder shall be sprayed onto the combined aggregate as it enters the pugmill at the rate required to achieve the bitumen content prescribed in the job mix formula. The materials shall then be carried through the pugmill and in the process be thoroughly mixed by the action of the paddles and discharged over the dam into the storage hopper. The mixing time shall be sufficient so that all particles of aggregate are uniformly coated with bitumen and shall usually be 45 seconds or less for dense graded mixtures. The plant shall be so adjusted as to maintain the level of mixture in the pugmill such that the tips of the paddle blades just break out of the mixture at the height of their action.

f. Weather Limitations.

Place HMA mixtures only on dry, unfrozen surfaces and only when weather conditions allow for

proper handling and compacting and placement of HMA minimum air temperature 10 °C and Surface Temperature is 13 °C.

g. Construction Joints

Protect ends of a freshly laid mixture from damage by rollers. Form transverse joints to expose the full depth of the course. Apply a tack coat on transverse and longitudinal joint contact surfaces

immediately before paving. Stagger longitudinal and transverse joints on succeeding lifts approximately 6 in. (150 mm). Construct all longitudinal joints within 12 in. (300 mm) of the lane lines.

h. Compaction of Asphaltic Concrete

For each layer of asphaltic concrete, compaction by rolling shall commence as soon after laying as the material will support the rollers without undue displacement; nevertheless, the temperature of asphaltic concrete at the commencement of rolling shall be not less than 120°C (increased by 10°C for penetration grade 60-70 bitumen). Rolling shall not be continued when the temperature of asphaltic concrete has decreased to 80 °C or lower.

In any areas inaccessible to the rollers, proper compaction shall be carried out using vibrating plate

compactors, hand tampers or other suitable means, all to the satisfaction of the Engineer.

Initial (or breakdown) rolling shall be carried out with an approved steel wheeled tandem roller or

three-wheeled steel roller. The principal heavy rolling shall be carried out with an approved pneumatic tyred roller immediately following the initial rolling; the pneumatic tyred roller shall be ballasted to an operating weight of not less than 15 tonnes and its tyre inflation pressure shall be not less than 0.7 N/mm². The final rolling shall be carried out with an approved steel wheeled tandem roller and shall serve to eliminate minor surface irregularities left by the pneumatic tyred roller.

All rollers shall operate in a longitudinal direction along the carriageway with their driven wheels

towards the paver. Rolling shall generally commence at the lower edge of the paved width and progress uniformly to the higher edge, except that where there is a longitudinal construction joint at the higher edge, this shall be rolled first ahead of the normal pattern of rolling. Generally, successive roller passes shall overlap by half the width of the roller, and the points at which the roller is reversed shall be staggered. However, when operating on gradients in excess of 4%, the breakdown roller shall not pass over any previously unrolled mix when operating in the downhill direction.

i. Finished Asphaltic Concrete

Asphaltic concrete binder and wearing courses shall be finished in a neat and workmanlike manner; their widths shall be everywhere, at least those specified or shown on the Drawings on both sides of the centerline; the average thickness over any 100-meter length shall be not less than the required thickness, and the minimum thickness at any point shall be not less than the required thickness minus 5 mm. The top surface of asphaltic concrete binder and wearing courses shall have the necessary shape, superelevation, levels, and grades and shall be everywhere within the tolerances specified.

j. Opening to Traffic

According to the engineer, asphaltic concrete shall not be opened to traffic until compaction has been completed and the material has thoroughly cooled and set. This will usually be not less than four hours after the commencement of rolling. Where it is necessary to allow earlier use of the finished surface to facilitate the movement of traffic, vehicles may be allowed to run on the work after rolling has been completed, provided that speeds are restricted to 30 km/h or less and sharp turning movements are prohibited.

3205 Equipment

1. Hauling Equipment. Furnish equipment with tight, clean, smooth metal beds to haul the HMA mixture. Keep beds free of petroleum oils, solvents, or other materials adversely affecting the mix. Apply a thin coat of approved release agent to beds to prevent mixture adherence. Be prepared to cover and insulate beds.

2. Asphalt Pavers. Provide self-propelled asphalt pavers with activated heated screed assemblies to spread and finish to the specified section widths and thicknesses. Ensure the paver's distribution system places the mixture uniformly before the screed. Screed or strike off the surface without tearing, shoving, or gouging the mixture.

Operate the paver at consistent speeds to apply the material in an even, continuous layer. Avoid stop-and-go operations. Equip pavers with automatic screed controls capable of operating from a reference line or a ski from either or both sides of the paver. Control the screed to maintain the transverse slope according to plan. The Contractor may operate equipment manually in irregularly shaped and minor areas. If automatic controls fail, operate equipment manually only for the remainder of the workday and only if specified results are obtained. Suspend paving if the specified surface tolerances are not met. Resume only after correcting the situation.

3. Rollers. Use rollers capable of reversing without shoving or tearing the mixture. Operate rollers

according to the manufacturer's recommendations. Equip vibratory rollers with separate energy and propulsion controls. Select equipment that will not crush the aggregate or displace the mixture.

3206 Measurement and Payment

The Engineer will measure work acceptably completed as specified and will base quantities of asphalt binder on the theoretical mass incorporated into the accepted product as verified by samples taken accordingly.

Item	Unit
Plant Mix	m²

Such payment is full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

D. PAVEMENT PATCHING (MASS CONCRETE)

4000 Description

Construct a Portland cement concrete pavement on a prepared subgrade or base course.

4001 Construction

A. Mix Design. Prepare and submit a mix design.

B. Equipment for Mixing and Transporting Concrete. Provided and maintained in good mechanical condition of all equipment and tools for subgrade preparation, concrete batching, paving, finishing, and curing operations.

- a. **Batching Plant and Equipment.** Furnish a batching plant with individual bins, weigh hoppers, and scales for each aggregate size used. Include a bin, hopper, and separate scale for each approved cementitious material. Seal and vent weigh hoppers. Equip the batch plant with an accurate, non-resettable batch counter to record the number of proportioned batches produced.

Ensure the batch plant site, layout, equipment, and material transport arrangements provide a continuous concrete supply. Build stockpiles in layers less than 3 ft (1 m) thick. Complete each layer before beginning the next and avoid “coming” over the lower layer—separate aggregate stockpiles of different sources and gradations.

Reject segregated aggregates or aggregates mixed with foreign material. For aggregates produced or handled by hydraulic methods or washed aggregates, stockpile or bin to drain for at least 12 hours before using in the mix, unless shipped by rail in car bodies that allow free drainage. Store aggregates with high or nonuniform moisture content for more than 12 hours before use.

Use hoppers to weigh fine aggregate and each size of coarse aggregate according to job mix quantities. Weigh cement, fly ash, or other cementitious material on separate scales and hoppers with devices that ensure complete discharge of the batches into the batch box or container. Equip batching plants with automatic and interlocked proportioning devices to weigh aggregates and bulk cement. Transport aggregates from the batching plant to the mixer in batch boxes, vehicle bodies, or other containers that can carry the required quantities when mixing at the work site. Separate the batches with partitions to prevent spilling between compartments during transport and dumping of the mixture. Establish procedures for bulk cement transfer from the weighing hopper to the transporting container or into the batch for transporting, ensuring the mixer contains the specified amount of cement.

Transport bulk cement to the mixer in tight compartments. Reject a batch of cement mixed with aggregates not discharged within 1 1/2 hours. Transport sacked cement as allowed on top of the batch mix aggregate. Control batching to ensure that required weights (masses) are within 1 percent for cement and 2 percent for aggregates. Measure water by volume or weight (mass) within a 1 percent tolerance. Supply an auxiliary tank of comparable volume when measuring the weight (mass) required for filling the measuring tank by volume. Ensure that the measuring

tank has controls that track the quantity of water in the tank. Use methods and equipment to add air-entraining agents or other admixtures within a ± 3 percent tolerance of the mix design.

b. Mixers. Mount a manufacturer's plate on the mixer that indicates the drum's total concrete

mixing capacity and the recommended mixing speed of the drum or attached blades. Keep mixers clean and operable. Repair or replace the drum pick-up and throw-over blades with more than 3/4 in. (20 mm) wear from the original height. Provide, at the concrete plant, a copy of the manufacturer's drum blade design showing the original height and depth dimensions and blade arrangement. Mark blades or drill a 1/4-inch. (6-mm) hole near each end and at the blade's midpoint to show 3/4-in. (20-mm) wear from the new condition.

a. Central Plant. Furnish mixers that thoroughly combine the aggregates, cement, and water and discharge the mixture. Equip the mixer with a timing device that automatically prevents discharge during mixing and allows discharge only when mixing is finished. Mix each batch for at least 90 seconds. Provide a bell or other audible warning device to sound when the lock is released. Equip the mixer with a counter to record the number of batches mixed.

Start measuring mixing time when all materials, except water, are in the mixing drum. Mix and deliver ready-mixed concrete according to AASHTO M 157. Post the manufacturer's recommended number of revolutions on the mixer's mounted serial plate at mixing speeds. Reduce the number of revolutions if test data verify that the make and model of the mixer can produce uniform concrete. Mix concrete for 90 seconds. Add 4 seconds if timing starts the instant the skip reaches its maximum raised position—end mixing time when the discharge chute opens. Include transfer time in mixing time for multiple drum mixers. Reject concrete mixed less than the specified time. Limit drum speed and batch volume to that shown on the manufacturer's standard rating plate posted on the mixer.

Charge the drum so water enters the mixer before the cement and aggregates. Maintain an even flow so that all the water is in the drum within the first 15 seconds of the mixing period. Keep the drum throat clean to ensure the free flow of materials into the drum. After adding the water to the mix, deposit the concrete within 45 minutes if hauled in no agitating trucks or within 90 minutes in truck mixers or agitators. Reduce the placement time if hot weather or other conditions might cause the concrete to set prematurely. Avoid adding water or other additives to retemper concrete.

b. Truck Mixers and Truck Agitators. Furnish truck mixers for mixing and hauling concrete and truck agitators for hauling central-mixed concrete, both of which meet AASHTO M 157. The Contractor may add water to concrete mixes delivered by transit trucks if the specified water-to-cementitious material ratio is met and the concrete is placed within 45 minutes of the water addition. Do not use concrete that does not meet specified slump and water-cement ratio limits.

c. Non-agitator Trucks. Use non-agitating vehicles with smooth, mortar-tight metal containers that can discharge concrete evenly from the bottom end or side of the container. Provide covers to protect the concrete from hot weather and rain.

- c. **Mixing Limitations.** Ensure adequate natural or artificial light when mixing, placing, or finishing concrete. Place mixed concrete only when its temperature is between 50°F and 85°F (10°C and 30°C).

4002 Measurement and Payment

The Engineer will measure work acceptably completed as specified and will base quantities of asphalt binder on the theoretical mass incorporated into the accepted product as verified by samples taken accordingly.

Item	Unit
Concrete pavement	m ²

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions

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A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 Boldface type is used to identify defined terms.

Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution of Works and provision of Services in accordance with the Contract.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Contractor's Bid.

The **Certificate of Completion** is a document issued by the Project Manager upon the full completion of Rehabilitation Works, Improvement Works and Emergency Works, or parts thereof, as applicable, in accordance with GC 54.1.

The **Time for Completion** is the period granted to the Contractor for completing the Works required under the contract. The contract may stipulate different Times for Completion for different parts of the Works.

The **Contract** is the Contract between the Employer and the Contractor to perform the services to be provided by the Contractor, and to execute, complete, and maintain the Works. It consists of the documents listed in GC Clause 3 below.

The **Contractor** is a person or corporate body whose Bid to carry out the Works and Services has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

The "**Contractor's Personnel**" is the Contractor's Representative and all personnel whom the Contractor utilizes on the Site or other places where the Works and Services are carried out, including the staff, labor and other employees of each Subcontractor

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

The **Contract Period** is the time span during which a valid contract exists between the Employer and the Contractor. It begins at the date when the Employer issues the Letter of Acceptance and it ends when all Works and Services have been

completed and the Defect Liability Period for all Works has expired, or at the End Date stated in the Contract Agreement, whichever comes later.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works and Services not completed in accordance with the Contract or a condition which causes a non-compliance with Service Level requirements.

Defect Liability Period is the period specified in the Contract and is applicable for Rehabilitation Works, Improvement Works and Emergency Works, with exclusions identified in the PC, if any.

Dispute Review Board (DRB) is a board of three members selected and act in accordance with rules and procedures defined in the Contract to seek to resolve any dispute of any kind that may arise between the Employer and the Contractor in connection with or arising out of the Contract, as provided for in GC Clause 6 hereunder.

Dispute Review Expert (DRE) is one expert selected and acting in accordance with rules and procedures defined in the Contract to seek to resolve any dispute of any kind that may arise between the Employer and the Contractor in connection with or arising out of the contract, as provided for in GC Clause 6 hereunder.

Drawings include calculations and other information provided by the Contractor for the execution of the Contract.

Emergency Works is a set of necessary and sufficient activities to reinstate the Road and reconstruct its structure or right of way strip damaged as a result of unforeseeable events such as accidents or natural phenomena, such as strong storms, flooding and earthquakes. The need for execution of Emergency Works is jointly identified by the Employer and the Contractor and for starting of execution of Emergency Works the Employer shall issue a Work Order.

The **Employer** is the party who employs the Contractor to carry out the Works and Services.

The “**Employer’s Personnel**” means all staff, labor and other employees 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 to the Contractor

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works and to carry out the Services.

"ES" means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).

Improvement Works consists of a set of interventions that add new characteristics to the Road in response to existing or new traffic, safety or other conditions, as defined in the Specifications.

"Key Personnel" means the positions (if any) of the Contractor's personnel that are stated in the Specification.

Rehabilitation Works are civil works the Contractor needs to carry out to bring a road to the required Service Level.

Required Rehabilitation Works are those that the Contractor is obliged to carry out as a minimum under the conditions of the Contract, as defined in the Specifications.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works and for provision of Services.

The **Monthly Statement** is the Contractor's estimate of amounts owed to him by the Employer related to all works and services carried out by him during the calendar month. It is the basis for the Contractor's monthly invoice to the Employer. The **Monthly Progress Report** is the Contractor's estimate of progress of all Works under execution and of the volumes of works carried out during the corresponding calendar month. It is a required supporting document for the Monthly Statement.

The **Project Manager** is the person named in the PC who is responsible for the overall administration of the Contract on behalf of the Employer, and the supervision of works and services to be performed thereunder. The Project Manager may delegate through a written instrument some of his functions to any other competent person, retaining however the overall responsibility for the actions of that person. The Project Manager may not delegate the overall administrative control of the Contract.

Road means the road, roads or network of roads for which the Works and Services are contracted under the Contract.

The **Road Management Office** is the location indicated by the Contractor from which the Road Manager operates, and where the Contractor shall receive notifications.

The **Road Manager** is a person appointed by the Contractor who is in charge of managing all activities of the Contractor under the Contract. He is also the Contractor's Representative for the purposes of this contract.

Services means all interventions on the Road under the Contract and all activities related to the management and evaluation of the Road which shall be carried out by the Contractor in order to achieve and keep the Road Performance Standards as defined in the Specifications, and to receive full payment of the monthly fee under the contract

Service Levels are the minimum performance standards for the level of quality of Road conditions defined in the Specifications which the Contractor shall comply with.

“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.

“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.

The **Site** is the area defined as such in the Specifications. It normally includes all roads included in the contract, including their right-of-way.

The **Start Date** is the date by which the Contractor shall start the physical execution of the Works and Services on the site. It shall not be later than the number of days stated in the Particular Conditions after the issuance of the Letter of

Acceptance by the Employer. A **Subcontractor** is a person or corporate body who has a contractual agreement with the Contractor to carry out certain activities related to the services to be provided under the contract, which may include work on the Site.

Specifications means the Specifications of the Works and Services included in the Contract and any modification or addition made and approved by the Project Manager.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as covered under Rehabilitation Works, Improvement Works and Emergency Works.

Work Order is an order issued by the Project Manager to the Contractor authorizing the execution of Improvement Works and Emergency Works, as provided for in GC Clause 27 hereunder.

Change Order is an order issued by the Project Manager which formalizes an agreed change in the assignment of the Contractor as per the provisions of GC Clause 63.

2. Interpretation

- 2.1 In interpreting these General Conditions (GC), singular also means plural, male also means female or neuter, and vice versa. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these General Conditions (GC).

3. Documents Forming the Contract

- 3.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Bid,
 - (4) Particular Conditions (PC),
 - (5) General Conditions (GC),
 - (6) Specifications,
 - (7) Drawings,

- (8) Bills of Quantities, and
- (9) any other document listed in the PC as forming part of the Contract.

4. Language and Law 4.1 The language of the Contract and the law governing the Contract are stated in the PC.

5. Notices 5.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, fax or E-mail to the address of the relevant party set out in the PC, with the following provisions:

5.1.1 Any notice sent by fax or E-mail shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

5.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

5.1.3 Any notice delivered personally or sent by fax or E-mail shall be deemed to have been delivered on date of its dispatch.

5.1.4 Either party may change its postal, fax or E-mail address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

5.2 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

5.3 The Contractor shall provide at its own cost, and maintain in operation permanently during the duration of the Contract, such communications equipment which ensures that both written (fax or E-mail) and oral (voice) communications can be established at all times

- (a) between the Road Manager and his senior field staff;

- (b) between the Project Manager and the Road Manager;
- (c) between the public telephone system and the Road Manager;
- (d) The equipment to be provided and maintained includes the equipment located at the Project Manager's office.

5.4 At the Start Date of the Contract, the Contractor must communicate to the Employer the address of his office, including the postal, fax and E-mail address, which for the purposes of this contract is called the Road Management Office, where Notices will be addressed to. The Employer may require that the physical location of the Road Management Office is within the close geographical area of the Road. If the Contractor fails to communicate the address of his Road Management Office, and the Employer is otherwise unable to locate the Road Manager, all notifications to the Contractor shall be valid if they are deposited at a designated location within the office of the Project Manager, and if a copy is sent to the Contractor's legal address.

**6. Settlement of
Disputes
(Alternative when
using a Dispute
Review Board)**

6.1 Dispute Review Board

6.1.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works and Services—whether during the progress of the execution or after completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the matter in dispute shall, in the first place, be referred in writing by either party to the Disputes Review Board ('the Board'), with a copy to the other party.

6.1.2 The Board shall be deemed to be constituted on the date the Parties and each of the three Board members have all signed a Dispute Review Board Agreement. The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Review Board Agreement contained in Appendix C to these General Conditions, with such amendments as are agreed between them.

- 6.1.3 The Board shall comprise three Members each of whom shall meet the criteria set forth in Clause 3 of Appendix C- General Conditions of Dispute Review Board Agreement. One Member shall be selected by each of the Employer and the Contractor and approved by the other. If either of these Members is not so selected and approved within 42 days after signature by both parties of the Contract Agreement, then upon the request of either or both parties such Member shall be selected as soon as practicable by the Appointing Authority specified in the PC. The third Member shall be selected by the other two and approved by the parties. If the two Members selected by or on behalf of the parties fail to select the third Member within 14 days after the later of their selections, or if within 14 days after the selection of the third Member, the parties fail to approve that Member, then upon the request of either or both parties such third Member shall be selected promptly by the same Appointing Authority specified in the PC who shall seek the approval of the proposed third Member by the parties before selection but, failing such approval, nevertheless shall select the third Member. The third Member shall serve as Chairman of the Board.
- 6.1.4 In the event of death, disability, or resignation of any Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member shall fail or be unable to serve, the Chairman (or failing the action of the Chairman then either of the other Members) shall inform the parties and such conserving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the Appointing Authority in the same manner as described above. Replacement shall be considered completed when the new Member signs the Dispute Review Board Agreement. Throughout any replacement process the Members not being replaced shall continue to serve and the Board shall continue to function and its activities shall have the same force and effect as if the vacancy had not occurred, provided, however, that the Board shall not conduct a hearing nor issue a Recommendation until the replacement is completed.

- 6.1.5 Either the Employer or the Contractor may refer a dispute to the Board in accordance with the provisions of the Dispute Review Board's Rules and Procedures, attached to the Contract. The Recommendation of the Board shall be binding on both parties, who shall promptly give effect to it unless and until the same shall be revised, as hereinafter provided, in an arbitral award. Unless the Contract has already been repudiated or terminated, the Contractor shall continue to proceed with the Works and Services in accordance with the Contract.
- 6.1.6 If either the Employer or the Contractor is dissatisfied with any Recommendation of the Board, or if the Board fails to issue its Recommendation within 56 days after receipt by the Chairman of the Board of the written Request for Recommendation, then either the Employer or the Contractor may, within 14 days after his receipt of the Recommendation, or within 14 days after the expiry of the said 56-day period, as the case may be, give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to GC Sub-Clause 6.3, no arbitration in respect thereof may be commenced unless such notice is given.
- 6.1.7 If the Board has issued a Recommendation to the Employer and the Contractor within the said 56 days and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor within 14 days after the parties received such Recommendation from the Board, the Recommendation shall become final and binding upon the Employer and the Contractor.
- 6.1.8 Whether or not it has become final and binding upon the Employer and the Contractor, a Recommendation shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the Recommendation relates.
- 6.1.9 All Recommendations that have become final and binding shall be implemented by the parties forthwith.

6.2 Arbitration

6.2.1 If either the Employer or the Contractor is dissatisfied with the Board's decision, then either the Employer or the Contractor may, in accordance with GC Sub-Clause 6.1.6, give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The arbitral tribunal shall have full power to open up, review, and revise any decision, opinion, instruction, determination, certificate, and any Recommendation(s) of the Board.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GC Sub-Clause 6.2.1, shall be finally settled by arbitration. Neither party shall be limited in the proceedings before such arbitration tribunal to the evidence or arguments put before the Board for the purpose of obtaining his Recommendation(s) pursuant to GC Sub-Clause 6.2.1. No Recommendation shall disqualify the Board from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. Arbitration may be commenced prior to or after completion of the Works and Services.

6.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure designated in the PC.

6.3 Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in GC Sub-Clause 6.1.6 and the related Recommendation has become final and binding, either party may, if the other party fails to comply with such Recommendation and without prejudice to any other right it may have, refer the failure to arbitration in accordance with GC Sub-Clause 6.2. The provisions of GC Sub-Clause 6.1 shall not apply to any such reference

6.4 Notwithstanding any reference to the Board or Arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

- (b) the Employer shall pay the Contractor any monies due the Contractor.

6. Settlement of Disputes (Alternative when using a Dispute Review Expert)

6.1 Dispute Review Expert

6.1.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works and Services—whether during the progress of the execution or after completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the matter in dispute shall, in the first place, be referred in writing by either party to the Disputes Review Expert ('DRE'), with a copy to the other party.

6.1.2 The DRE, who shall meet the criteria set forth in Clause 3 of Appendix C- General Conditions of Dispute Review Expert Agreement, shall be selected by agreement between the Employer and the Contractor.. and The DRE shall take up his functions after having signed a DRE's Agreement which incorporates the General Conditions for Dispute Review Expert attached as Appendix C to the General Conditions of Contract. If the DRE is not selected within 42 days after signature by both parties of the Contract Agreement, then upon the request of either or both parties, the DRE shall be selected as soon as practicable by the Appointing Authority specified in the PC.

6.1.3 In the event of death, disability, or resignation of the DRE, the latter shall be replaced by agreement between the Employer and the Contractor. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the need for a replacement, failing which the replacement shall be made by the same Appointing Authority as above.

6.1.4 Either the Employer or the Contractor may refer a dispute to the DRE in accordance with the provisions of the DRE's Procedures, attached to the Contract. The Recommendation of the DRE shall be binding on both parties, who shall promptly give effect to it unless and until the same shall be revised, as hereinafter provided, in an arbitral award. Unless

the Contract has already been repudiated or terminated, the Contractor shall continue to proceed with the Works and Services in accordance with the Contract.

- 6.1.5 If either the Employer or the Contractor is dissatisfied with any Recommendation of the DRE, or if the DRE fails to issue his Recommendation within 56 days after he has received the written Request for Recommendation, then either the Employer or the Contractor may, within 14 days after his receipt of the Recommendation, or within 14 days after the expiry of the said 56-day period, as the case may be, give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to GC Sub-Clause 6.3, no arbitration in respect thereof may be commenced unless such notice is given.
- 6.1.6 If the DRE has issued a Recommendation to the Employer and the Contractor within the said 56 days and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor within 14 days after the parties received such Recommendation from the DRE, the Recommendation shall become final and binding upon the Employer and the Contractor.
- 6.1.7 Whether or not it has become final and binding upon the Employer and the Contractor, a Recommendation shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the Recommendation relates.
- 6.1.8 All Recommendations that have become final and binding shall be implemented by the parties forthwith.
- 6.2 Arbitration
- 6.2.1 If either the Employer or the Contractor is dissatisfied with the DRE's decision, then either the Employer or the Contractor may, in accordance with GC Sub-Clause 6.1.5, give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The arbitral tribunal shall have full power to open up, review, and revise any decision, opinion,

instruction, determination, certificate, and any Recommendation(s) of the DRE.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GC Sub-Clause 6.2.1, shall be finally settled by arbitration. Neither party shall be limited in the proceedings before such arbitration tribunal to the evidence or arguments put before the DRE for the purpose of obtaining his Recommendation(s) pursuant to GC Sub-Clause 6.2.1. No Recommendation shall disqualify the DRE from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. Arbitration may be commenced prior to or after completion of the Works and Services.

6.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure designated in the PC.

6.3 Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in GC Sub-Clause 6.1.5 and the related Recommendation has become final and binding, either party may, if the other party fails to comply with such Recommendation and without prejudice to any other right it may have, refer the failure to arbitration in accordance with GC Sub-Clause 6.2. The provisions of GC Sub-Clause 6.1 shall not apply to any such reference.

6.4 Notwithstanding any reference to the DRE or Arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

(b) the Employer shall pay the Contractor any monies due the Contractor.

B. ASSIGNMENT OF RESPONSIBILITIES

7. Scope of Works and Services

7.1 Unless otherwise expressly limited in the Specifications, the Contractor's obligations cover the Design, the carrying out of all Works and the performance of all Services required for keeping the Road in accordance with the Service Levels defined in the Specifications, while at the same time respecting the plans, procedures, specifications, drawings, codes and any other documents as identified in the Specifications. Such

specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, if any, as set forth in the corresponding Specifications.

7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work, services and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining the Performance Standards (as specified in GC Clause 24 of GC) as if such work, services and/or items and materials were expressly mentioned in the Contract.

8. Design Responsibility

8.1 The Contractor shall be responsible for the design and programming of the Works and Services, and for the accuracy and completeness of the information used for that design and programming in accordance with the requirements established in the Specifications.

8.2 Specifications and Drawings

8.2.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract and the Specifications, or where not so specified, in accordance with good engineering practice.

8.2.2 The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not.

8.2.3 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof, provided or designated by, or on behalf of, the Employer, by giving a notice of such disclaimer to the Project Manager.

8.3 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of Bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GC Clause 63.

8.4 Approval/Review of Technical Documents by Project Manager

8.4.1 The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents stated in the Specifications for its approval or review. The Contractor shall also submit for the Project Manager's approval any other document so specified in the Contract, including in accordance with GC Sub-Clauses 10.2 and 26.2.

Unless otherwise specified in the PC, the Contractor shall not be required to submit for the Employer's approval the Design or other technical documents concerning the Maintenance Services remunerated through monthly lump-sum payments.

Any part of the Works covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GC Sub-Clauses 8.4.2 through 8.4.7 shall apply only to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for his information or review only.

8.4.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GC Sub-Clause 8.4.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefore and the modifications that the Project Manager proposes.

If the Project Manager fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Project Manager except for designs and drawings for works which in any case require the written approval of the Project Manager.

8.4.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

8.4.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GC Sub-Clause 8.4.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

8.4.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to the DRB (or DRE) for determination in accordance with GC Sub-Clause 6.1 hereof. If such dispute or difference is referred to the DRB (or DRE), the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the DRB (or DRE) upholds the Contractor's view on the dispute and if the Employer has not given notice under GC Sub-Clause 6.1.5 hereof, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the DRB (or DRE) shall decide, and the Time for Completion shall be extended accordingly.

8.4.6 The Project Manager's approval, with or without modification of the document furnished by the

Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

8.4.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GC Sub-Clause 8.4.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GC Clause 63.2 shall apply to such request.

9. Copyright

9.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

10. Start Date and Completion

10.1 Subject to GC Sub-Clause 10.2, the Contractor shall start the Works and Services within the period specified in the PC. Upon request from the Contractor, the Employer shall confirm in writing the Start Date, after verifying that works and services have started on the Site.

10.2 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.

10.3 The Contractor shall attain the required Service Levels and the Completion of the Rehabilitation and Improvement Works (or of a part where a separate Time for Completion of such part is specified in the Contract) within the time schedules included in the PC and the Specifications, or within such extended time to which the Contractor shall be entitled under GC Clause 64 hereof.

11. Contractor's Responsibilities

11.1 The Contractor shall design and carry out the Works and Services (including associated purchases and/or subcontracting) necessary to comply with the requirements established in the Specifications with due care and diligence in accordance with the Contract.

11.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Works and Services required, including any data and tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site and of other data readily available to it relating to the Road as of the date twenty-eight (28) days prior to Bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works and Services.

11.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country of the Employer that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's Personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GC Sub-Clause 14.3 hereof and that are necessary for the performance of the Contract.

11.4 The Contractor shall comply with all laws in force in the country of the Employer and where the Works and Services are carried out. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities,

damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Sub-Clause 14.1 hereof.

11.5 Any Plant, Material and Services that will be incorporated in or be required for the Works and Services and other supplies shall have their origin in an eligible Country as defined under the Bank's procurement guidelines.

11.6 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 Goods in such form and details as will clearly identify relevant time changes and costs.

11.7 Stakeholder Engagement

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.

11.8 Suppliers (other than Subcontractors)

11.8.1 *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 GC Sub-Clause 19.2.13. 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.

11.8.2. *Child Labor*: The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GC Sub-Clause 19.2.14. 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.

11.8.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GC Sub-Clause 26.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to introduce procedures and mitigation measures to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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

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

11.9 Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants'

attention is drawn to Sub-Clause 66.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

- 11.10 Pursuant to the PC, 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.

12. Subcontracting

- 12.1 The Contractor may subcontract activities listed in the PC. Any other activity under the Contract may be subcontracted only when approved by the Project Manager. Submission by the Contractor for the Project Manager's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix D- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. The Contractor may not assign the entire Contract without the approval of the Employer in writing.
- 12.2 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 GC Sub-Clause 18.3.2.
- 12.3 Subcontracting shall not alter the Contractor's obligations nor relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults

or neglects of the Contractor, his agents, servants or workmen.

- 12.4 Notwithstanding GC Sub-Clause 12.1, the Contractor may subcontract under his own responsibility and without prior approval of the Employer the small Works and Services also listed in the PC.
- 12.5 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

13. Assignment of Contract

- 13.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

14. Employer's Responsibilities

- 14.1 The Employer shall apply due diligence to ensure the accuracy of all information and/or data to be supplied to the Contractor as described in the Specifications, except when otherwise expressly stated in the Contract.
- 14.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the corresponding Specifications. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in the PC.
- 14.3 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located, when such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract, and are specified in the corresponding Specifications.
- 14.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state

or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.

14.5 The Employer shall be responsible for the continued operation of the Road after Completion, in accordance with GC Sub-Clause 28, and shall be responsible for facilitating the Guarantee Test(s) for the Road, in accordance with GC Sub-Clause 20.

14.6 All costs and expenses involved in the performance of the obligations under this GC Clause 14 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GC Sub-Clause 20.

15. Confidential Information

15.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GC Clause 15.

15.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Road. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such Works and Services as are required for the performance of the Contract.

15.3 The obligation of a party under GC Sub-Clauses 15.1 and 15.2 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party;

- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto;
 - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality; and
 - (d) is required in response to a request by the Bank.
- 15.4 The above provisions of this GC Clause 15 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Works and Services or any part thereof.
- 15.5 The provisions of this GC Clause 15 shall survive termination, for whatever reason, of the Contract.

C. EXECUTION OF WORKS AND SERVICES

16. Representatives 16.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the issuance of the Letter of Acceptance by the Employer, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of the Works and Services. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project Manager shall represent and act for the Employer at all times during the period of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.

The Project Manager may delegate any of his duties and responsibilities to other people, except to the DRB (or DRE as

applicable), after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

16.2 Road Manager

16.2.1 If the Road Manager is not named in the Contract, then the Contractor shall appoint the Road Manager before the Start Date and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Road Manager shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GC Sub-Clause 16.2.1 shall apply thereto.

16.2.2 The Road Manager shall represent and act for the Contractor at all times during the period of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract. The Road Manager shall be in charge of the day-to-day management of the works and services to be provided under the contract on behalf of the Contractor and shall have legal and all other faculties to take all necessary decisions related to the execution of the contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Road Manager or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Road Manager without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Road Manager, pursuant to the procedure set out in GC Sub-Clause 16.2.1.

16.2.3 The Road Manager may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such

delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice to the Project Manager signed by the Road Manager, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GC Sub-Clause 16.2.3 shall be deemed to be an act or exercise by the Road Manager.

16.2.4 From the Start Date until Completion, the Road Manager shall supervise all work and services done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Road Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

17. Work Program

17.1 Contractor's Organization

The Contractor shall supply to the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out the Works and Services. The chart shall include the identities of the Key Personnel together with the curricula vitae of such Key Personnel to be employed as included in the Contractor's Bid. The Contractor shall promptly inform the Project Manager in writing of any revision or alteration of such an organization chart.

17.2 Program of Performance

Not later than the Start Date, the Contractor shall prepare and supply to the Project Manager a Program of Performance of the Contract, made in the form specified in the Specifications and showing the sequence in which it proposes to design and carry out the Rehabilitation and Improvement Works, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the Program and to achieve Completion of Rehabilitation and Improvement Works in accordance with the Contract. The Contractor shall update and revise the Program as and when appropriate, but without modification in the Times

for Completion given in the PC and any extension granted in accordance with GC Clause 64 and shall supply all such revisions to the Project Manager. The Project Manager shall confirm acceptance or rejection of the submitted initial Program of Performance within thirty (30) days after its submission, while for the updated or revised Programs of Performance this time is reduced to fourteen (14) days after their submission. In case the Project Manager rejects or makes comments on a submitted Program of Performance, the Contractor shall submit the revised Program within fourteen (14) days of the receipt of the comments. If no further comments are received within two weeks, the Program shall be deemed as accepted/approved even if a written approval has not been issued by the Project Manager.

17.3 Contractor's Reports

17.3.1 Progress Reports: The Contractor shall monitor progress of works and other activities specified in the program referred to in GC Sub-Clause 17.2 above and submit a Monthly Progress Report to the Project Manager every month together with his Monthly Statement. The progress report shall be in a form acceptable to the Project Manager in accordance with the Specifications. Unless otherwise stated in the Specifications, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B. If stated in the PC, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.

17.3.2 Immediate Reports: 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 PC; 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 Sub-Clause.

17.4 Progress of Execution

If at any time the Contractor's actual progress falls behind the program referred to in GC Sub-Clause 17.2, or it becomes apparent that it will so fall behind, the Contractor shall prepare and supply to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Works and Execution of Services activities within the Time for Completion under GC Sub-Clause 10.3, any extension thereof entitled under GC Sub-Clause 64, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

17.5 Work Procedures

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the Specifications.

18. Execution of Works

18.1 Setting Out/Supervision/Labor

18.1.1 *Benchmark.* The Contractor shall be responsible for the true and proper setting-out of the Works in relation to benchmarks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of execution of the Works, any error shall appear in the position, level or

alignment of the Works, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.

18.1.2 *Contractor's Supervision.* The Contractor shall give or provide all necessary supervision during the execution of the Works, and the Road Manager or its deputy shall be on the Site to provide full-time supervision of the execution. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

18.2 Contractor's Equipment

18.2.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without informing the Project Manager.

18.2.2 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of Contractor's Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.

18.2.3 Unless otherwise specified in the Contract, upon completion of the Works and Services, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

18.2.4 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of

the Contract that is no longer required for the execution of the Contract.

18.3 Site Regulations and Safety

18.3.1 The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include as applicable but shall not be limited to the Code of Conduct for the Contractor's Personnel, rules in respect of security, safety, traffic control, accident response, gate control, sanitation, medical care, and fire prevention.

18.3.2 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.

18.4 Access to site for Other Contractors

18.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give site access to other contractors employed by the Employer on or near the site.

18.5 Site Clearance

18.5.1 *Site Clearance in Course of Execution:* In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

18.5.2 *Clearance of Site after Completion:* After Completion of all parts of the Works and Services, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and the Road clean and safe.

18.6 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Works and Services, for the protection of his own installations and his equipment, for the safety of the owners and occupiers of adjacent property and for the safety of the public.

18.7 Security of the Site

The Contractor shall be responsible for the security of the Site, and for keeping unauthorized persons off the Site.

Authorized persons shall be limited to the Contractor's Personnel, 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.

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.

18.8 Access to the Site

The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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.

18.9 Management Meetings

18.9.1 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 by either the Contractor or the Employer.

18.9.2 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 during or after the management meeting and stated in writing to all who attended the meeting.

19. Staff and Labor

19.1 The Contractor shall employ the Key Personnel named in the Contractor's Bid, to carry out the functions stated in the Specifications or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of Key Personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Contractor's Bid.

19.2 Labor

19.2.1 Engagement of Staff and Labor. The Contractor shall provide and employ on the Site for the execution of the Works and Services 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.

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.

19.2.2 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.

- 19.2.3 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.
- 19.2.4 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 its employees and the labor of its Subcontractors.
- 19.2.5 *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 Specifications.
- 19.2.6 The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, 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.
- 19.2.7 *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.
- 19.2.8 *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.

19.2.9 *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.

19.2.10 *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.

19.2.11 *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.

19.2.12 *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 and Services.

19.2.13 *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.

19.2.14 *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.

19.2.15 *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.

19.2.16 *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.

19.2.17 *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 GC Sub-Clause 19.2.14).

19.2.18 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GC Sub-Clause 19.2.16, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly,

using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

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

19.2.19 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA, and health and safety training.

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, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

19.3 Removal of Personnel

The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works and Services, 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.

19.4 Work at Night and on Holidays

19.4.1 Unless otherwise provided in the Contract, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Service Levels and the Time for Completion, and requests the Employer's consent thereto (if such consent is needed), the Employer shall not unreasonably withhold such consent.

20. Test and Inspection

- 20.1 The Contractor shall at its own expense carry out on the Site all such tests and/or inspections as are specified in the Specifications, and in accordance with the procedures described in the Specifications.
- 20.2 The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection.
- 20.3 For tests to be carried out on the initiative of the Contractor, whenever the Contractor is ready to carry out any such test and/or inspection, he shall give a reasonable advance notice of such test and/or inspection in accordance with the Specifications and of the place and time thereof to the Project

Manager. The Contractor shall provide the Project Manager with a signed report of the results of any such test and/or inspection.

- 20.4 If the Employer or Project Manager (or their designated representatives) fails to attend a scheduled test and/or inspection, or if it is agreed between the parties that such persons shall not attend, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a signed report of the results thereof.
- 20.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of the works and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
- 20.6 If Rehabilitation Works, Improvement Works or Emergency Works fail to pass any test and/or inspection, the Contractor shall either rectify or replace such works and shall repeat the test and/or inspection upon giving a notice under GC Sub-Clause 20.3.
- 20.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Works and Services, or part of them, that cannot be settled between the parties within a reasonable period of time, it may be referred to the DRB (or DRE) for determination in accordance with GC Sub-Clause 6.1.
- 20.8 The Contractor agrees that neither the execution of a test and/or inspection of the Works and Services or any part of them, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GC Sub-Clause 20.4, shall release the Contractor from any other responsibilities under the Contract.
- 20.9 No part or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part or foundations are ready or about to be ready for test and/or

inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.

20.10 The Contractor shall uncover any part of the Works or foundations or shall make openings in or through the same as the Project Manager may from time to time require at the Site and shall reinstate and make good such part or parts.

If any parts of the Works or foundations have been covered up at the Site after compliance with the requirement of GC Sub-Clause 20.9 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

21. Rehabilitation Works

21.1 If so indicated in the PC, specific Rehabilitation Works shall be carried out explicitly in accordance with the Specifications and as specified in the bidding document and in the Contractor's Bid.

22. Improvement Works

22.1 If so indicated in the PC, Improvement Works are required and will consist of a set of interventions that add new characteristics to the roads in response to new traffic and safety or other conditions. Improvement Works quantities were offered at unit prices included in the Bill of Quantities.

22.2 The execution of Improvement Works shall be requested by the Project Manager, who will issue a Work Order defining the requested works to be carried out by the Contractor, based on the activities priced in the Bill of Quantities. The Work order shall specify the activities to be carried out and the corresponding price. The Road Manager shall confirm his acceptance by signing the Work Order.

23. Maintenance Services

23.1 Maintenance Services are those activities necessary for keeping the Road in compliance with the Performance Standards pursuant to GC Clause 24. Maintenance Services shall include all activities required to achieve and keep the Road Performance Standards and Service Levels. These Services will be remunerated by Lump-Sum amount for the period of the contract, paid in monthly payments during the entire Contract Period.

- 24. Performance Standards**
- 24.1 The Contractor shall carry out the Maintenance Services to achieve and keep the Road complying with the Service Levels and other performance standards defined in the Specifications. He will carry out all Works in accordance with the performance standards and other requirements indicated in the Specifications.
- 25. Contractor's Self-Control of Quality and Safety**
- 25.1 The Contractor shall, throughout the execution and completion of the Works and Services, maintain a System which shall ensure that the work methods and procedures are adequate and safe at all times and do not pose any avoidable risks and dangers to the health, safety and property of the workers and agents employed by him or any of his subcontractors, of road users, of persons living in the vicinity of the roads under contract, and any other person who happens to be on or along the roads under contract. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.
- 25.2 The Contractor shall establish, within his own organizational structure, a specific unit staffed with qualified personnel, whose task is to verify continuously the degree of compliance by the Contractor with the required Service Levels (Self-Control Unit). That unit will also be responsible for the generation and presentation of the information needed by the contractor for the documentation required as defined in the Specifications. The unit will be responsible for maintaining a detailed and complete knowledge of the condition of the Road and to provide to the Road Manager all the information needed in order to efficiently manage and maintain the Road. The unit shall also carry out, in close collaboration with the Project Manager, the verifications on the Service Levels.
- 25.3 The Contractor's Self-Control Unit mentioned in GC Sub-Clause 25.2 shall report the level of compliance with the required Service Levels in the standard format presented in the Specifications.
- 26. Health, Safety Protection of the Environment, Archaeological and Geological Findings**
- 26.1 The Contractor shall, throughout the design, execution and completion of the Works and Services, and the remedying of any defects therein be responsible for the safety of all activities on Site.
- 26.2 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) appoint a Safety Officer at the Site, with qualifications acceptable to the Project Manager, responsible for maintaining safety and protection against accidents; this person shall have the authority to issue instructions and take protective measures to prevent accidents;
- (e) provide and maintain at his own cost all guardrails, fencing, warning signs and watching, when and where necessary or required by GC Sub-Clause 18.3 of the Contract or by any duly constituted authority, for the protection of the Works and Services or for the safety and convenience of his workers and road users, the public or others;
- (f) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (g) 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;
- (h) 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.
- (i) 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;
- (j) 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

- (k) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GC Sub-Clause 10.2, 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 GC Sub-Clause 19.2.5; and

(b) any other requirements stated in the Specification.

26.3 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 Specifications, 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.

26.4 Archaeological and Geological Findings

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 Specifications 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.

- 27. Work Orders for Improvement Works and Emergency Works**
- 27.1 Improvement Works and Emergency Works shall be executed by the Contractor on the basis of Work Orders issued by the Project Manager.
- 27.2 Work Orders shall be issued in writing and shall include the date on which the Work Order was issued and the signature of the Project Manager. Two copies of the Work Order shall be transmitted by the Project Manager to the Contractor, who shall immediately countersign one copy, including the date of acceptance, and return it to the Project Manager.
- 27.3 If the Contractor has any objection to a Work Order, the Road Manager shall notify the Project Manager of his reasons for such objection within ten (10) days of the date of issuing the Work Order. Within five (5) days of the Road Manager's objection, the Project Manager shall cancel, modify or confirm the Work Order in writing.
- 28. Taking Over Procedures**
- 28.1 When Works or parts thereof have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Project Manager, accompanied by a written undertaking to finish with due expedition any outstanding work. Such notice and undertaking shall be deemed to be a request by the Contractor for the Project Manager to issue a Taking-Over Certificate in respect of the Works and Services. The Project Manager shall, within

twenty-one (21) days of the date of delivery of such notice, either issue to the Contractor a Taking-Over Certificate, stating the date on which the Works and Services were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the conditions to be complied with and all the work which is required to be done by the Contractor before the issue of such Certificate. The Project Manager shall also notify the Contractor of any defects in the Works and Services affecting substantial completion that may appear after such instructions and before completion of Taking-Over Certificate within twenty-one (21) days of completion, to the satisfaction of the Project Manager, of the Works and Services so specified and remedying any defects so notified.

28.2 Similarly, in accordance with the procedure set out in GC Sub-Clause 28.1, the Contractor may request, and the Project Manager shall issue a Taking-Over Certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the contract, or in a Change Order or a Work Order,
- (b) any substantial part of the Works and Services which has been both completed to the satisfaction of the Project Manager and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- (c) any part of the Works and Services which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

29. Emergency Works

29.1 The need for execution of Emergency Works is jointly identified by the Employer and the Contractor and the starting of the execution of Emergency Works shall always require a Work Order issued by the Project Manager.

29.2 The execution of Emergency Works shall be requested by the Contractor based on losses or damages occurred as a result of unforeseeable events such as accidents or natural phenomena (such as strong storms, flooding or earthquakes), or on the possibility of damages or losses occurring, or the safety of individuals, works, services or equipment being at risk as result of the natural phenomena. In order to characterize the Emergency Works, the Contractor shall forward a Technical

Report to the Project Manager requesting the execution of Emergency Works and characterizing the situation. On the basis of the said report, and of his own judgment of the situation, the Project Manager may issue a Work Order to the Contractor.

29.3 The Employer or even Government authorities may declare an Emergency Situation on the basis of local legislation. In those cases, the Project Manager may issue a Work Order for Emergency Works to the Contractor even without a request by the Contractor.

29.4 If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine necessary in order to prevent damage to the Road. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons, therefore. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

30. Quality of materials used by Contractor

30.1 The quality of materials used by the Contractor for the execution of the Contract shall be in compliance with the requirements of the Specifications. If the Contractor is of the opinion that materials of higher quality than those stated in the Specifications need to be used in order to ensure compliance with the Contract, he shall use such better materials, without being entitled to higher prices or remunerations.

30.2 Under no circumstances may the Contractor make any claim based on the insufficient quality of materials used by him, even if the material used was authorized by the Project Manager.

30.3 The Contractor shall carry out at his own cost the laboratory and other tests that he needs to verify if materials to be used comply with the Specifications and shall keep records of such tests. If requested by the Project Manager, the Contractor shall hand over the results of the tests.

31. Signaling and demarcation of

31.1 To ensure the safety of road users, including non-motorized road users and pedestrians, the Contractor is responsible to

**work zones and
bypasses**

install and maintain at his cost the adequate signaling and demarcation of work sites, which in addition must comply with the applicable legislation.

- 31.2 If the execution of services and works under the contract is likely to interfere with traffic, the Contractor shall take at his cost the measures necessary to limit such interference to the strict minimum, or any danger to the workers or others. For that purpose, he is entitled to install, within the right-of-way of the road, temporary bypasses, structures or other modifications to be used by traffic during the execution of works and services. The Contractor shall notify the Project Manager of any such temporary installations.
- 31.3 If the execution of Works and Services by the Contractor makes it necessary to temporarily close a road section, and a traffic detour has to be implemented over other public roads or streets, the Contractor shall be responsible for the adequate signaling of the detour, under the same conditions as stated in GC Sub-Clause 31.1.
- 31.4 The Contractor shall inform the local authorities and the local police about such activities to be carried out by him which may cause any significant interruptions or changes to the normal traffic patterns. He shall also request any authorizations that may be required by law. Such requests and information shall be made in writing and at least seven (7) days before the beginning of such activities. Upon request from the Contractor, the Employer shall assist the Contractor in obtaining any necessary authorizations from the local authorities and/or the local police.

D. ALLOCATION OF RISKS**32. Risk of loss or
damage to the
Works due to the
use or occupation
by the Employer**

- 32.1 From the Start Date until the End Date of the contract, the Employer carries the risk for loss or damage due to the use or occupation by the Employer of any unfinished Section.

**33. Risk of damages
to road assets due
to events outside
of the control and
responsibility of
the Contractor**

- 33.1 The Employer carries the risk of damages to the road assets that are caused by vehicle accidents, theft, act of vandalism, third-party interventions, or any other event outside the control and responsibility of the Contractor, requiring large-scale restoration and repairs, provided that the Contractor has performed its obligations for such events as stated in the Specifications. Small-scale restorations or repairs of such damage are however to be carried out and paid for by the Contractor as part of his

Maintenance Services, up to the maximum cost per event and a maximum total amount per year as stated in the PC.

34. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

34.1 Subject to GC Sub-Clause 34.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property arising in connection with the execution and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

34.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GC Sub-Clause 34.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

34.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Works not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GC Clause 35, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

34.4 The party entitled to the benefit of an indemnity under this GC Clause 34 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

35. Insurance

35.1 To the extent specified in the PC, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said PC. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) *Loss of or damage to the Plant and Materials*

Covering loss or damage occurring prior to Completion.

(b) *Third Party Liability Insurance*

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property occurring in connection with Works and Services.

(c) *Automobile Liability Insurance*

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(d) *Workers' Compensation*

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(e) *Employer's Liability*

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) *Other Insurances*

Such other insurances as may be specifically agreed upon by the parties.

- 35.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GC Sub-Clause 35.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GC Sub-Clause 35.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 35.3 The Contractor shall deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.
- 35.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- 35.5 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GC Sub-Clause 35.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor.
- 35.6 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GC Clause 35, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent

of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

**36. Unforeseen
Conditions**

36.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Road (including any data and tests provided by the Employer), and on the basis of information that it could have obtained from a visual inspection of the Site or other data readily available to it relating to the Road, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant and Equipment or Contractor's Equipment, notify the Project Manager in writing of

- (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
- (b) the additional work and/or Plant and Equipment and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;
- (c) the extent of the anticipated delay;
- (d) the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this GC Sub-Clause 36.1, the Project Manager decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

36.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial

obstructions referred to in GC Sub-Clause 36.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.

36.3 If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GC Sub-Clause 36.1, the Time for Completion shall be extended in accordance with GC Clause 64.

37. Change in Laws and Regulations

37.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the PC.

38. Force Majeure

38.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, insofar as they directly affect the execution of the Services and Works included in this Contract and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
- (c) confiscation, nationalization, mobilization, commandeering, requisition by or under the order of any government or de jure or de facto authority or ruler or any

other act or failure to act of any local state or national government authority;

- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague;
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster;
- (f) shortage of labor, materials or utilities, where caused by circumstances that are themselves Force Majeure.

38.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GC Clause 64.

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GC Sub-Clause 38.6.

38.5 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract;
- (b) give rise to any claim for damages or additional cost or expense occasioned thereby;

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

- 38.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other, but without prejudice to either party's right to terminate the Contract under GC Clause 59.
- 38.7 In the event of termination pursuant to GC Sub-Clause 38.6, the rights and obligations of the Employer and the Contractor shall be as specified in GC Sub-Clauses 59.1.2 and 59.1.3.
- 38.8 Notwithstanding GC Sub-Clause 38.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

E. GUARANTEES AND LIABILITIES

39. Completion Time Guarantee and Liability

- 39.1 The Contractor guarantees that it shall attain specified Service Levels and the Completion of Rehabilitation, Improvement Works and Emergency Works (or a part for which a separate time for completion is specified) within the time schedules specified in the PC, the Specifications, or in Work Orders or Change Orders, pursuant to GC Sub-Clause 10.3, or within such extended time to which the Contractor shall be entitled under GC Clause 64 hereof.
- 39.2 If the Contractor fails to attain specified Service Levels within the contractually agreed time schedules as given in the Specifications, the contractor shall receive reduced payments for Maintenance Services, for such default and not as a penalty, in accordance with the Specifications.
- 39.3 If the Contractor fails to attain the Completion of Rehabilitation and Improvement Works (or a part for which a separate time for completion is specified in the PC Clause 39.1) within the contractually required time schedules, the contractor shall pay to the Employer liquidated damages for such default and not as a penalty, in accordance with the PC and the Specifications.

39.4 The payment reductions and liquidated damages indicated in GC 39.2 and 39.3 shall be the only monies due from the Contractor for such defaults, and they will be applied for every day of delay, in accordance with the PC and the Specifications. For liquidated damages for delays in completing Rehabilitation, Improvement and Emergency works, the aggregate amount shall in no event exceed the “aggregate liability” in accordance with GC Clause 42. The payment or deduction of such sums shall not relieve the Contractor from his obligation to carry out and complete the Works and Services, or from any other of his obligations and liabilities under the Contract.

**40. Performance
Guarantee and
Liability**

40.1 The Contractor guarantees that during the Tests or Inspections for Rehabilitation and Improvement Works, and for Emergency Works, the Road and all parts thereof shall be in compliance with the applicable requirements stated in the corresponding Specifications.

40.2 If, for reasons attributable to the Contractor, the requirements stated in the Specifications are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Road or any part thereof as may be necessary to meet the requirements. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Test or Inspection until the requirements have been met. If the Contractor eventually fails to meet the applicable requirements, the Employer may consider termination of the Contract, pursuant to GC Sub-Clause 59.2.2.

41. Defect Liability

41.1 The Contractor warrants that the Works and Services or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Works and Services executed.

41.2 The Defect Liability Period shall be the same as the Contract Period and its extensions, if any, unless stated otherwise in the **PC**.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Works and Services executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the

Contractor shall, at its discretion, determine) such defect as well as any damage to the Road caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Road arising out of or resulting from improper operation or maintenance of the Road by the Employer after taking over.

41.3 The Contractor's obligations under this GC Clause 41 shall not apply to

- (a) any works or materials that have a normal life shorter than the Defect Liability Period stated herein;
- (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein;
- (c) any other materials supplied, or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GC Sub-Clause 41.6.
- (d) any provisional or temporary Emergency Works designated as such in the corresponding Work Order and which are meant to be replaced later by permanent works.

41.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

41.5 The Employer shall afford the Contractor all necessary access to the Site to enable the Contractor to perform its obligations under this GC Clause 41. The Contractor may remove from the Site any Plant and Equipment that are defective if the nature of the defect is such that repairs cannot be expeditiously carried out at the Site.

41.6 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Road caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any

monies due the Contractor or claimed under the Performance Security.

41.7 If the Road or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Road or such part, as the case may be, shall be extended by a period equal to the period during which the Road or such part cannot be used because of any of the aforesaid reasons.

41.8 Except as provided in GC Clauses 40 and 41, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Road or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after the end of the Contract Period or the period stated in GC 41.2, if any, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor.

42. Limitation of Liability

42.1 Except in cases of criminal negligence or willful misconduct,

(a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the limit specified in the PC.

43. Liability for Damages through Traffic Accidents and Traffic Interruptions

43.1 The Contractor cannot be held liable for losses or damages of any kind arising out of traffic accidents on the roads included in the Contract, unless those traffic accidents have been caused directly by potholes or other major defects of the Road covered by the Contract he failed to repair in a timely manner, criminal acts, willful misconduct or gross negligence of the Contractor.

43.2 Under no circumstances can the Contractor be held liable for losses or damages of any kind and to anyone arising out of interruptions of traffic or traffic delays on the road included in the Contract, including any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

F. PAYMENT

- 44. Contract Price**
- 44.1 The Contract Price shall be as specified in the Form of Contract Agreement to be paid in the currencies indicated in the PC.
- 44.2 Unless indicated otherwise in the PC, and except in the event of a Change as provided for in the Contract, the Contract Price shall be:
- (a) For Rehabilitation Works, a firm lump sum not subject to any alteration, to be paid according to work progress;
 - (b) For Maintenance Services, a firm lump sum to be paid in monthly installments;
 - (c) For Improvement Works, the total price stated in the Bill of Quantities for this item;
 - (d) For Emergency Works, the Provisional Sum reserved for this purpose.
- 44.3 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
- 45. Advance Payment**
- 45.1 The Employer shall make advance payment to the Contractor of the amounts and by the date stated in the PC, against provision by the Contractor of an Advance Payment Security as per GC 53.2. Interest will not be charged on the advance payment.
- 45.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for the 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.
- 45.3 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 and Services on a payment basis as indicated in the PC.
- 46. Bills of Quantities**
- 46.1 The Bills of Quantities shall contain items for Groups of Activities which include the provision of Services (measured by performance standards) and Works (measured by unit of

outputs or of products). The Bills of Quantities for Works shall include, where applicable, the lump-sum and unit prices for Rehabilitation Works and Improvement Works, and unit rates for Emergency Works.

- 46.2 Maintenance Services shall be measured and billed separately and will be remunerated by lump-sum amount for the period of the contract and paid in monthly payments. The values for remuneration of the Maintenance Services are those stated in the Bill of Quantities.
- 46.3 Rehabilitation Works will be remunerated by Lump-Sum amount, however, indicating the quantities of measurable required outputs to be executed. Payments will be made in accordance with the progress in the execution of those measured outputs paid for completed works outputs. The prices shall be those stated in the Bill of Quantities.
- 46.4 Improvement Works will be paid by the Employer after completion in compliance with the requirements. Payments will be made according to the product unit price using the prices included in the Bill of Quantities.
- 46.5 Each Emergency Work Order issued by the Project Manager shall include the expected work types and quantities, the applicable unit rates as per the Contractor's bid and the resulting total price for the works to be performed. The proposals for Emergency Works will be submitted by the Contractor to the Project Manager in each emergency event pursuant to GC Clauses 29 and 61 and will be prepared based on the Specifications and on the unit prices included in the Bill of Quantities for Emergency Works, and will remunerate all Emergency activities. Once completed, Emergency Works will be paid on the basis of the actual volume of work inputs as verified by the Project Manager.
- 46.6 The Bills of Quantities are used to calculate the Contract Price. The amounts for Maintenance Services, Rehabilitation Works and Improvement Works are the Lump-Sum prices offered in the Contractor's Bid. The amount for Emergency Works is a Provisional Sum based on the contractor's bid price for Emergency Works and included in the Contract Price, for use if and when authorized by the Employer for Emergency Works and contingencies.

47. Measurement

- 47.1 Maintenance Services will not be measured in volume; however, its payment will be affected by compliance with the

Performance Standards pursuant to GC Clause 24. Maintenance Services shall be billed in monthly amounts as per the monthly lump-sum rates stated in the Bill of Quantities. Payments will be made with Reductions if the Performance Standards are not achieved, as defined in the Specifications. The Reductions for non-compliance with the Performance Standards will be applied on a daily basis for the period during which the Road does not achieve the Performance Standards, in accordance with the methodology stated in the Specifications.

- 47.2 Rehabilitation Works will be measured on the basis indicated in the PC, based on the quantity of actual work outputs as defined in the Specifications and completed by the Contractor in compliance with the Specifications. The prices shall be those stated in the Bill of Quantities.
- 47.3 Improvement Works will be measured on the basis indicated in the PC and in accordance with the unit of measurement used for product unit price included in the Bill of Quantities. The prices shall be those stated in the Bill of Quantities.
- 47.4 Emergency Works shall be measured and shall be billed in accordance with the provisions of the Work Order for each specific Emergency Work as approved by the Employer.

48. Price Adjustments

- 48.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PC. If so provided, the amounts certified in each payment certificate, after 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 indicated below applies to each Contract currency:

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

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 coefficients¹ specified in the PC, representing the nonadjustable and adjustable portions, respectively, of

¹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients will be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

the Contract Price payable in that specific currency “c”,
and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing twenty-eight (28) days before Bid opening for inputs payable; both in the specific currency “c”.

48.2 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.

**49. Monthly
Statements and
Payments**

49.1 The Contractor shall submit to the Project Manager the Monthly Statement of the value for the corresponding month of all Maintenance Services and all Rehabilitation, Improvement and Emergency Works, in the format indicated in the Specifications.

49.2 The Project Manager shall check the Contractor’s Monthly Statement and certify within fourteen (14) days the amount to be paid to the Contractor.

49.3 The value of Maintenance Services executed shall be certified by the Project Manager taking into account the monthly rates included in the Bill of Quantities for Maintenance Services and the achievement of the Performance Standards for the Maintenance Services adjusted for any payment reductions in accordance with GC Sub-Clause 47.1.

49.4 The value of Works executed shall be certified by the Project Manager taking into account the quantities of works or products executed and the prices in the Bill of Quantities.

49.5 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.

49.6 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:

- (i) 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;
 - (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (v) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
 - (vi) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).
- 49.7 As specified in the PC, 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.

50. Payments

- 50.1 Payments shall be adjusted for deductions for advance payments, retention, liquidated damages and reductions for not achieving Performance Standards for Maintenance Services. The Employer shall pay the Contractor the amounts certified by the Project Manager in accordance with GC Clause 49, within twenty-eight (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 overdraft

borrowing for each of the currencies in which payments are made. The source of the interest rate is stated in the PC.

- 50.2 If an amount certified is increased in a later certificate or as a result of an award by the DRB (or DRE as applicable) 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. The interest rate shall be determined as per GC Sub-Clause 50.1.
- 50.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
- 50.4 Items of the Works for which no rate or price has been entered in the Bill of Quantities will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

51. Retention and Reductions

- 51.1 The Employer shall retain the percentage indicated in the PC from each payment due to the Contractor for Rehabilitation Works and Improvement Works, except for the types of works specified in the PC. The payments for Maintenance Services will not be subject to retentions, unless indicated in the PC.
- 51.2 When the substantial completion of Rehabilitation and Improvement Works (or of separate parts of such works) is achieved, half the total amount retained for these works shall be repaid to the Contractor and the other half when the Certificate of Completion for those works has been issued by the Project Manager.
- 51.3 Reduction of monthly payments for Maintenance Services due to non-compliance with the Service Levels will be made as indicated in GC Sub-Clause 47.1. The amount of Reduction for the days in which the Road was not complying with the Performance Standards will not be paid or repaid, even after the Contractor re-establishes compliance with the required Service Levels.

52. Taxes and Duties

- 52.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Works and Services in and outside of the country where the Site is located.

- 52.2 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 52.3 For the purpose of the Contract, it is agreed that the Contract Price specified in the Form of Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of Bid submission in the country where the Site is located (hereinafter called "Tax"). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GC Clause 37 hereof.

53. Securities

53.1 Issuance of Securities

The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.

53.2 Advance Payment Security

53.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the corresponding PC to the Contract Agreement, and in the same currency or currencies. The Advance Payment Security shall be issued by a reputable bank or financial institution selected by the Contractor.

53.2.2 The security shall be in the form provided in the bidding document or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Works and Services executed by and paid to the Contractor from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be

returned to the Contractor immediately after its expiration.

53.3 Performance Security

53.3.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract, and if so specified in the PC an environmental and social (ES) performance security, in the amounts specified in the PC. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor.

53.3.2 The security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer and shall be in one of the forms of guarantees provided in the bidding document, as stipulated by the Employer in the PC, or in another form acceptable to the Employer.

53.3.3 The security shall automatically become null and void when (i) all works and services under the contract have been fully completed and (ii) when the Defect Liability Period as defined in GC Sub-Clause 41.2 has expired, provided however, that if the Defect Liability Period has been extended on any part of the Works pursuant to GC Sub-Clause 41.7 hereof or for any other reason, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration.

54. Certificate of Completion

54.1 When the Rehabilitation Works, Improvement Works or Emergency Works (or specific parts thereof) have been fully completed in accordance with the Contract, the Contractor shall request the Project Manager to issue a Certificate of Completion for those works. The Project Manager will issue the Certificate of Completion if and when the corresponding criteria established in the Specifications have been fulfilled.

55. Final Completion Report

55.1 On completion of the entire contract and after the end of any remaining Defect Liability Period for works or parts thereof, the Contractor shall prepare the Final Completion Report as per the requirements stated in the Specifications.

55.2 If the Final Completion Report is not submitted by the Contractor, the amount to be deducted in the Final Payment Certificate is stated in the PC.

56. Final Statement

56.1 The Contractor shall provide to the Project Manager a detailed Final Statement of the total amount that the Contractor considers payable under the Contract, at the full completion of all works and services under the contract, or at the end of any remaining Defect Liability Period under the contract, whichever occurs later. The Project Manager shall certify any final payment that is due to the Contractor within fifty-six (56) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within fifty-six (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 the Final Payment Certificate.

57. Discharge

57.1 Upon submission of the Final Statement, the Contractor shall give to the Project Manager, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 56 has been made and the performance security referred to in Sub-Clause 53.3, if any, has been returned to the Contractor.

G. REMEDIES

58. Suspension

58.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons, therefore. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Site and Works) until ordered in writing to resume such performance by the Project Manager.

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more

than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GC Sub-Clause 63.1, excluding the performance of the suspended obligations from the Contract.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension as termination of the Contract under GC Sub-Clause 59.1, provided that the value of the works or services affected by the suspension is higher than 15 percent of the total contract price.

58.2 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Contract, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GC Sub-Clause 50.1, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice; or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site, or failure to obtain any governmental permit under the Employer's responsibility and necessary for the execution and/or completion of the Works and Services,

then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress for Rehabilitation Works, Improvement Works and Emergency

Works, indicating which specific works are to be affected by such reduction.

58.3 If the Contractor's performance of its obligations is suspended or the rate of progress for specific works is reduced pursuant to this GC Clause 58, then the Time for Completion for those works shall be extended in accordance with GC Sub-Clause 64, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

58.4 During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment or any Contractor's Equipment, without the prior written consent of the Employer.

59. Termination

59.1 Termination for Employer's Convenience

59.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GC Sub-Clause 59.1.

59.1.2 Upon receipt of the notice of termination under GC Sub-Clause 59.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Works and Services already executed, or any work required to leave the Site in a clean and safe condition,
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below,
- (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's Personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.
- (d) In addition, the Contractor, subject to the payment specified in GC Sub-Clause 59.1.3, shall
 - (i) deliver to the Employer the parts of the Works executed by the Contractor up to the date of termination,
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and Services and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
 - (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its

Subcontractors as at the date of termination in connection with the Works.

59.1.3 In the event of termination of the Contract under GC Sub-Clause 59.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the works and services executed by the Contractor as of the date of termination,
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's Personnel,
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges,
- (d) the costs incurred by the Contractor in protecting and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Sub-Clause 59.1.2,
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

59.2 Termination for Contractor's Default

59.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this GC Sub-Clause 59.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the

Contractor takes or suffers any other analogous action in consequence of debt;

- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GC Clause 13;
- (c) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GC, in competing for or in executing the Contract

59.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Road promptly or has suspended (other than pursuant to GC Sub-Clause 58.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed,
- (c) persistently fails to execute the Contract in accordance with the Contract, such failure being defined in the PC, or persistently neglects otherwise to carry out its obligations under the Contract without just cause,
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Works and Services in the manner specified in the program furnished under GC Clause 17 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain completion of the works and services by the Time for Completion as extended,

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GC Sub-Clause 59.2.

59.2.3 Upon receipt of the notice of termination under GC Sub-Clauses 59.2.1 or 59.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Works and Services already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer based on the Employer's written request,
- (c) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Works and Services.

59.2.4 The Contractor shall be entitled to be paid the Contract Price attributable to the Works and Services executed as of the date of termination, and the costs, if any, incurred in protecting and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Sub-Clause 59.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

59.3 Termination by Contractor

59.3.1 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to GC Clause 50, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GC Sub-Clause 50.2, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum

together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or

- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit under the Employer's responsibility and necessary for the execution and/or completion of the Works and Services,

then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GC Sub-Clause 59.3.1, forthwith terminate the Contract.

59.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GC Sub-Clause 59.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

59.3.3 If the Contract is terminated under GC Sub-Clauses 59.3.1 or 59.3.2, then the Contractor shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part

of the Road already executed, or any work required to leave the Site in a clean and safe condition,

- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii),
- (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's Personnel from the Site.
- (d) In addition, the Contractor, subject to the payment specified in GC Sub-Clause 59.3.4, shall
 - (i) deliver to the Employer the parts of the Road executed by the Contractor up to the date of termination,
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Road and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors,
 - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Works and Services.

59.3.4 If the Contract is terminated under GC Sub-Clauses 59.3.1 or 59.3.2, the Employer shall pay to the Contractor all payments specified in GC Sub-Clause 59.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

59.3.5 Termination by the Contractor pursuant to this GC Sub-Clause 59.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GC Sub-Clause 59.3.

59.4 In this GC Clause 59, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Contract.

H. PROVISIONAL SUM

- 60. Provisional Sum** 60.1 “Provisional Sum” means a sum included in the Contract for use when authorized by the Employer for Emergency Works and for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Employer. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Project Manager shall determine in accordance with this Clause.
- 61. Use of Provisional Sum for Emergency Works** 61.1 After detecting a situation which in the opinion of the Contractor justifies the execution of Emergency Works or otherwise as defined in GC Clause 29, the Contractor shall submit a Technical Report to the Project Manager characterizing the situation, and state the estimated works types and quantities needed to repair the damages caused by the emergency event, and a price quotation for those Emergency Works to be carried out. The price quotation shall be based on the Specifications stated in Section VII using the unit prices included in the Bill of Quantities for Emergency Works.
- 61.2 If the execution of the Emergency Works requires any activity not priced in the Bill of Quantities, the Contractor will use the price breakdowns included in the Contractor’s Bid in order to form the unit prices of the unpriced items to be included in the Price Quotation of the Emergency Works, all in accordance with methodology stated in the Specifications.
- 61.3 Upon receiving the request for Emergency Works including a Price Quotation, the Project Manager may issue a Work Order in accordance with GC Sub-Clause 29.2 for execution of the Emergency Works with a payment Schedule agreed with the Contractor. The cost of these Works will be covered from the amounts included in the Provisional Sum.
- 62. Use of Provisional Sum for Contingencies** 62.1 The use of the Provisional Sum to cover for Contingencies will be done under the control and initiative of the Project Manager in accordance with the conditions of the Contract.

I. CHANGE IN CONTRACT ELEMENTS

63. Change in Assignments to Contractor

63.1 Introducing a Change

63.1.1 The Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Assignments to the Contractor (hereinafter called “Change”), provided that such Change falls within the general scope of the Assignment and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Works and Services and the technical compatibility of the Change envisaged with the nature of the Works and Services as specified in the Contract.

63.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Works and Services. The Employer may at its discretion approve or reject any Change proposed by the Contractor.

63.1.3 Notwithstanding GC Sub-Clauses 63.1.1 and 63.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

63.1.4 The procedure on how to proceed with and execute Changes is specified in GC Sub-Clauses 63.2 and 63.3.

63.2 Changes Originating from Employer

63.2.1 If the Employer proposes a Change pursuant to GC Sub-Clause 63.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Project Manager, as soon as reasonably practicable, a “Change Proposal,” which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) sufficient ES information to enable an evaluation of ES risks and impacts of the Change
- (f) effect on any other provisions of the Contract and
- (g) any additional documents as **specified in the PC**.

63.2.2 Prior to preparing and submitting the “Change Proposal,” the Contractor shall submit to the Project Manager an “Estimate for Change Proposal,” which shall be an estimate of the cost of preparing and submitting the Change Proposal.

Upon receipt of the Contractor’s Estimate for Change Proposal, the Employer shall do one of the following:

- (a) accept the Contractor’s estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal,
- (b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate,
- (c) advise the Contractor that the Employer does not intend to proceed with the Change.

63.2.3 Upon receipt of the Employer’s instruction to proceed under GC Sub-Clause 63.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GC Sub-Clause 63.2.1.

63.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.

63.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith, and with all other Change Orders that have already become binding upon the Contractor under this GC Clause 63, would be to increase or decrease the Contract Price as originally set forth in the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

63.2.6 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GC Sub-Clause 63.2.2.

63.2.7 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer

may nevertheless instruct the Contractor to proceed with the Change by issue of a “Pending Agreement Change Order.”

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the DRB (or DRE as applicable) in accordance with the provisions of GC Sub-Clause 6.1.

63.3 Changes Originating from Contractor

63.3.1 If the Contractor proposes a Change pursuant to GC Sub-Clause 63.1.2, the Contractor shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GC Sub-Clause 63.2.1.

Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GC Sub-Clauses 63.2.6 and 63.2.7. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

Value Engineering

63.3.2 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 costs) 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) sufficient ES information to enable an evaluation of ES risks and impacts of the change.

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

- (a) accelerates the delivery 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 Road; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Road and Services.

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 PC 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.

64. Extension of Time for Completion and Additional Payments

64.1 The Time(s) for Completion specified in the PC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the Works and Services as provided in GC Clause 63,
- (b) any occurrence of Force Majeure as provided in GC Clause 38 and unforeseen conditions as provided in GC Clause 36,
- (c) any suspension order given by the Employer under GC Clause 58,
- (d) any changes in laws and regulations as provided in GC Clause 37, or

- (e) any default or breach of the Contract by the Employer, or any activity, act or omission of any other contractors employed by the Employer, or
- (f) any other matter specifically mentioned in the Contract

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

- 64.2 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, for the reasons described in GC Sub-Clause 64.1 or under any other clause of these Conditions, or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from any liability in connection with the claim. Within 42 days after the Contractor has become aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall submit to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and the extension of time and/or amount of additional payment claimed. The Project Manager shall respond to the fully detailed claim within 42 days of receipt, with approval, or with disapproval and detailed explanation.
- 64.3 In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension or additional payment, the Contractor shall be entitled to refer the matter to a DRB (or DRE as applicable), pursuant to GC Sub-Clause 6.1.
- 64.4 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

65. Release from Performance

65.1 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.

66. Fraud and Corruption

66.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GC.

66.2 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.

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guideline, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

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 and all fatalities that require treatment;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & 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. HIV/AIDS: 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 HIV/AIDS 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, number of workers receiving training on code of conduct (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 unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
- i. Worker grievances;
 - ii. Community grievances
- l. *Traffic and vehicles/equipment:*
- i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what have been done):*
- i. dust: number of working bowsers, 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 cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken 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 C

General Conditions of Dispute Review Board Agreement

1. Definitions

Each “Dispute Review Board Agreement” is a tripartite agreement by and between:

the “Employer”;

the “Contractor”; and

the “Member” who is defined in the Dispute Review Board Agreement as being one of the three persons who are jointly called the “Dispute Review Board” and, where this is the case, the other two persons are called the “Other Members”.

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the “Contract”. Words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Review Board Agreement, it shall take effect on the date when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a Dispute Review Board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 35 days’ notice of resignation to the Chairman of the Dispute Review Board and the Other Members. The Dispute Review Board Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Project Manager. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member’s representations that he/she is:

- a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
- b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;

- c) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
- d) has experience in the interpretation of construction and/or engineering contract documents; and
- e) is fluent in the language for communications of the Contract (or the language as agreed between the Employer, the Contractor and the Dispute Review Board).

4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or the Project Manager, nor any financial interest in the Contract except for payment under the Dispute Review Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Review Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Review Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Review Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with GC Clause 6;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Review Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Facilities (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;

- (j) treat the details of the Contract and all the Dispute Review Board's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the Dispute Review Board under GC Clause 6, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

Unless the Employer and the Contractor agree otherwise, the Member shall be paid as follows, in the currency named in the Dispute Review Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Employer's country).

The retainer and daily fees shall be as specified in the Dispute Review Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Review Board Agreement became effective.

If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PC shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Review Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the Dispute Review Board; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GC Sub-Clause 50.1.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Review Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Review Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Review Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 concerning his impartiality or independence in relation to the Employer or the Contractor, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions (if any) of the Dispute Review Board which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Review Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

Dispute Review Board Procedures

1. Unless otherwise agreed by the Employer and the Contractor, the Dispute Review Board shall visit the site and/or hold meetings with the parties at intervals of not more than 140 days, including at times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the Dispute Review Board, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each meeting and site visit shall be as agreed jointly by the Dispute Review Board, the Employer and the Contractor, or in the absence of agreement, shall be decided by the Dispute Review Board. The purpose of the meetings and site visits is to enable the Dispute Review Board to become and remain acquainted with the progress of the execution of the Contract and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.
3. Site visits and meetings shall be attended by the Employer, the Contractor and the Project Manager and shall be coordinated by the Employer in co-operation with the Contractor. The Contractor shall ensure the provision of appropriate safety equipment, any needed security controls, site transport, conference facilities and secretarial and copying services (that may be needed for face-to-face meetings) and remote conference facilities that may be needed. At the conclusion of each site visit and before leaving the site, the Dispute Review Board shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the Dispute Review Board one copy of all documents which the Dispute Review Board may request, including Contract documents, progress reports, Change orders, Work Orders, certificates and other documents pertinent to the performance of the Contract. All communications between the Dispute Review Board and the Employer or the Contractor shall be copied to the other party.
5. If any dispute is referred to the Dispute Review Board in accordance with GC Clause 6, the Dispute Review Board shall proceed in accordance with GC Clause 6 and these Dispute Review Procedures. Subject to the time allowed to give notice of a decision and other relevant factors, the Dispute Review Board shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting its case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The Dispute Review Board may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the Dispute Review Board shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Project Manager, and to proceed in the absence of any party who the Dispute Review Board is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the Dispute Review Board, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the Dispute Review Board's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Dispute Review Board Procedures,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures,
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute, and
- (i) appoint, should the Dispute Review Board so consider necessary and the Parties agree, a suitable expert/s (including legal and technical expert(s)) at the cost of the Parties to give advice on a specific matter/s relevant to the dispute.

9. The Dispute Review Board shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the Dispute Review Board shall make and give its decision in accordance with GC Clause 6, or as otherwise agreed by the Employer and the Contractor in writing.

The Dispute Review Board shall:

- (a) convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) endeavor to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may

require the minority Member to prepare a written report for submission to the Employer and the Contractor; and

- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) such failure has been caused by exceptional circumstances, of which the other Members, the Employer and the Contractor have received a notification from the Member;
 - (ii) otherwise agreed by the Employer and the Contractor in writing.

General Conditions of Dispute Review Expert Agreement

1. Definitions

Each “Dispute Review Expert Agreement” is a tripartite agreement by and between:

the “Employer”;

the “Contractor”; and

the “Dispute Review Expert (DRE)”

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the “Contract” and is defined in the Dispute review Expert Agreement, which incorporates this Appendix. In the Dispute Review Expert Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Review Expert Agreement, it shall take effect when the Employer, the Contractor and the DRE have each signed the Dispute Review Expert Agreement, or

At any time, the DRE may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Review Expert Agreement shall terminate upon the expiry of this period.

3. Warranties

The DRE warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Project Manager. The DRE shall promptly disclose, to each Party, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the DRE, the Employer and the Contractor relied upon the DRE’s representations that he/she:

26.5.1 has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;

26.5.2 has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;

26.5.3 has received formal training as an adjudicator from an internationally recognized organization;

26.5.4 has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;

26.5.5 is experienced in the interpretation of contract documentation; and

26.5.6 is fluent in the language for communications defined in the Contract.

4. General Obligations of the DRE

The DRE shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor, the or the Project Manager, nor any financial interest in the Contract except for payment under the Dispute Review Expert Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Review Expert Agreement;
- (c) have disclosed in writing to the Employer and the Contractor, before entering into the Dispute Review Expert Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Review Expert Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except as may be agreed in writing by the Employer and the Contractor);
- (e) comply with the annexed procedural rules and with GC Clause 6;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Dispute Review Expert, enter into discussions or make any agreement with the Employer, the Contractor, or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Review Expert Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Facilities (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DRE's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, and the Contractor; and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor.

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the DRE regarding the Contract, otherwise than in the normal course of the DRE's activities under the Contract and the DRE Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the DRE that the DRE shall not, except as otherwise agreed in writing by the Employer, the Contractor and the DRE:

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the DRE's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the DRE harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DRE under GC Clause 6, which will require the DRE to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the DRE. No account shall be taken of any other payments due or paid to the DRE.

6. Payment

The DRE shall be paid as follows, in the currency named in the Dispute Review Expert Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Review Expert Agreement becomes effective; until the last day of the calendar month in which the Certificate of Contract Completion is issued for the whole of the Works and Services.

With effect from the first day of the calendar month following the month in which Certificate of Contract Completion is issued for the whole of the Works and Services, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the DRE resigns or the DRE Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the DRE's home and the Site;
 - (ii) each working day on site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in business class or equivalent, hotel and subsistence and other direct travel expenses) incurred in connection with the DRE's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the DRE (unless a national or permanent resident of the Country).

The retainer and daily fees shall be as specified in the DRE Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months and shall thereafter be adjusted by agreement between the Employer, the Contractor and the DRE, at each anniversary of the date on which the DRE Agreement became effective.

If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PC shall determine the amount of the fees to be used.

The DRE shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the DRE's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the DRE the amount to which he/she is entitled under the Dispute Review Expert Agreement, the Employer shall pay the amount due to the DRE and any other amount which may be required to maintain the operation of the DRE; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GC Sub-Clause 50.1.

If the DRE does not receive payment of the amount due within 70 days after submitting a valid invoice, the DRE may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the DRE Agreement by giving 42 days' notice to the DRE; or (ii) the DRE may resign as provided for in Clause 2.

If the DRE fails to comply with the DRE Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the DRE. The notice shall take effect when received by the DRE.

If the Employer or the Contractor fails to comply with the DRE Agreement, the DRE may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the DRE. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the DRE

If the DRE fails to comply with any of his obligations under Clause 4 concerning his impartiality or independence in relation to the Employer or the Contractor, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the DRE, for proceedings or decisions (if any) of the DRE which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this DRE Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

Dispute Review Expert (DRE) Procedures

1. Unless otherwise agreed by the Employer and the Contractor, the DRE shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DRE, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DRE, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DRE. The purpose of site visits is to enable the DRE to become and remain acquainted with the progress of the Works and Services and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor, and the Project Manager, and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DRE shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DRE one copy of all documents which the DRE may request, including Contract documents, progress reports, Change orders, Work Orders, certificates and other documents pertinent to the performance of the Contract. All communications between the DRE and the Employer or the Contractor shall be copied to the other Party. If the DRE comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DRE in accordance with GC Clause 6, the DRE shall proceed in accordance with GC Clause 6 and these Procedures. Subject to the time allowed to give notice of a decision and other relevant factors, the DRE shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DRE may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the DRE shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Project Manager, and to proceed in the absence of any Party who the DRE is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DRE, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DRE's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures,
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute, and
 - (i) appoint, should the DRE so consider necessary and the Parties agree, a suitable expert at the cost of the Parties to give advice on a specific matter relevant to the dispute.
9. The DRE shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DRE shall make and give its decision in accordance with GC Clause 6, or as otherwise agreed by the Employer and the Contractor in writing.

APPENDIX D

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> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two year. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two year. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA/SH obligations.</p>
<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 Bank 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> <p>Brief summary of evidence provided: _____</p>

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: _____

Date signed _____ day of _____, _____

Section IX - Particular Conditions of Contract

The following Particular Conditions shall supplement the GC. They are to be completed by the Employer and presented as part of the bidding document. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Reference to GC clauses

1.	<p>The site is the area: Paynesville City: Neezoe Road, Paynesville - SD Cooper Road, Paynesville - Zazay Community Road, Paynesville (Zuba Town - Dallion Avenue) Road, Paynesville- Parker Paint - Pipeline Road, Paynesville- SKD Boulevard Road and Paynesville - Police Academy Road The name of the Project Manager is Eng. Joe S Molue Lead Civil Engineer</p>
3.	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> (i) Agreement (ii) Letter of Acceptance (iii) Contractor's Bid (iv) Special Condition of Contract (v) General Condition of Contract (vi) Specifications (vii) Drawings (viii) Bill of Quantities (ix) ESHS Management Strategies and Implementation Plans (ESMP); and (i) Code of Conduct (ESHS).
4.	<p>The language of the Contract and the law governing the Contract is <i>English</i></p>
5.	<p>The address of the Employer is:</p> <p>Eng. Gabriel S Flaboe Ministry of Public Works, South Lynch Street Monrovia Liberia Tel: +232 779 111985 E: gsflaboesr@mpw.gov.lr cc: lurpamidp.procurement@gmail.com</p>
6.	<p>Dispute Resolution Method used: Dispute Review Expert (<i>DRE</i>)</p>

6.1	The Appointing Authority is: Ministry of Public Works
6.2.3	Arbitration Proceedings shall be conducted in accordance with the following rules of procedure: UNCITRAL Rules
10.1	The Start Date shall be not later than 49 days after the issuance of the Letter of Acceptance by the Employer.
10.3	The Time Schedule for the achievement of specific Service Levels is: TBA
11.10	Cyber Security: does not apply
12.1	The Contractor is specifically allowed to subcontract the following activities: <i>[list specific major activities or works required under the contract]</i>
12.2	The Contractor may subcontract under his own responsibility and without prior approval of the Employer the following Works and Services provided they do not represent more than 10% of the contract value: limited to excavation works.
14.2	The Employer shall give full possession of and access to the Site on TBA
17.3.1	<i>N/A</i>
17.3.2	<i>N/A</i>
21.	The Contractor shall carry out the following Rehabilitation Works, which are detailed in the Specifications: Pothole patching and overlay works
22.	The Contractor shall carry out the following Improvement Works, which are detailed in the Specifications and Bill of Quantities: Pothole patching and overlay works
33.1	Small-scale restorations or repairs of damage caused by such events are to be carried out and paid for by the Contractor, up to <ul style="list-style-type: none"> a) a maximum cost for restoration or repair of small-scale damages caused by one single event of US\$1,000.00 and b) a maximum total cost in any one calendar year for the restoration or repair of small-scale damages caused by such events of US\$10,000.
35.1	The Contractor shall take out and maintain in effect the following insurances in the sums and deductibles shown below: For the Works, Plant and Materials: (b) For loss or damage to Equipment: (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: (d) for personal injury or death: (i) of the Contractor's employees: To be clearly explain in the official contract.

39.1	The Time(s) for Completion are the following: within ninety (90) days after commencement of the works
39.3	For Rehabilitation Works , the liquidated damages are 0.1% per calendar day of delay, of the payment normally due for the specific Works for which completion is delayed. For Improvement Works , the liquidated damages are 0.1 % per calendar day of delay, of the payment normally due for the specific Works for which completion is delayed.
42.1	The aggregate liability of the Contractor to the Employer, excluding payment reductions defined in GC 47.1, shall not exceed 5% <i>of the total contract amount</i>
44.1	The payment of the Contract Price will be made in the following currencies: United States Dollars
45.1	The amount of the Advance Payment is 10% of Contract Price as specified in the Form of Contract The Advance payment will be made by the 30th day following submission of the payment request
45.3	The Advance payment will be repaid during the four initial monthly payments at the rate of 25% percent of the amount advanced in each monthly payment until the repayment of the total amount.
47.2	Rehabilitation Works will be measured on the following basis: <i>completed work outputs as ascertained by the Project Manager</i>
47.3	Improvement Works will be measured on the following basis: <i>completed work outputs as ascertained by the Project Manager</i>
48.	Price adjustment: does not apply since execution period is expected to be less than 18 months
49.7	N/A
50.1	The source for determining the applicable commercial interest rate for overdraft borrowing is: Central Bank of Liberia
51.	The retention for Rehabilitation and Improvement Works is fixed at 5% .
53.2.1	The amount of the Advance payment security is the same as the advance payment amount.
53.3.1	The Performance Security will be in the form of an on-demand bank guarantee in the amount(s) of 5% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
55.2	If the required Final Completion Report is not provided in accordance with the Specifications, the amount to be withheld is US\$50,000.00 .
59.2.2(c)	The condition of persistent failure to execute the contract is given if and when the total amount of payment reductions and liquidated damages applied under the contract reaches ... [insert number] ... percent of the total contract amount.

	<i>[Depending on the type of roads and the structure of the contract, the recommended number could be in the order of 10 – 15 percent of the total contract amount.]</i>
63.2.1	<i>[Specify any additional requirements if necessary and as appropriate]</i> <i>[If the contract has been assessed to present potential or actual cyber security risks, the following must be added]: “(g) sufficient information to enable assessment of cyber security risks.”]</i>
63.3.2	Value Engineering If the value engineering proposal is approved by the Employer, the amount to be paid to the Contractor shall be 25% of the reduction in the Contract Price.

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

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>
Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, the Bid prices as read out and evaluated, technical and combined scores .]*

Name of Bidder	Technical Score	Bid price	Evaluated Bid price (if applicable)	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>	<i>[insert combined score]</i>

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

[INSTRUCTIONS: 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.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

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

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III). You should read these provisions before preparing and

submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
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OR

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

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

Name of the Bidder: **[insert complete name of the 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]*_____

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]*_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social, Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section IX, Annex to the Particular Conditions - Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works and Services known as _____ 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 Letter of Bid
 - (c) the addenda Nos _____(if any)
 - (d) the Particular Conditions
 - (e) the General Conditions;
 - (f) the Specifications
 - (g) the Drawings;
 - (h) the completed Schedules, and
 - (i) any other document listed in the PC as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and Services, and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The End Date of this contract shall be*[insert the date when all Works and Services under the contract are expected to be completed, in accordance with the Specifications]* , unless the duration of the contract is extended in accordance with the provisions of the contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and Services, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security

Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the end of the expected Contract Period. The Employer should note that in the event of an extension of this date for completion of the Contract, or of an extension of the defect liability period, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Performance Security

Option 2: Performance Bond

By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of the end of the Contract Period, or the expiration of an extended defect liability period that may be applicable under the contract, whichever occurs later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____
_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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, Social, Health and/or Safety (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.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the end of the expected Contract Period. The Employer should note that in the event of an extension of this date for completion of the Contract, or of an extension of the defect liability period, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) ¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

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.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

